The General Business Conditions of Banca Comerciala Intesa Sanpaolo Romania S.A. Individuals

August 2015 Edition

TRANSLATION OF AN OFFICIAL DOCUMENT IN ROMANIAN

The official binding version of the contract is in Romanian, while the English translation has been done merely for advisory purpose. Provided any discrepancies, divergences or conflicts between the Romanian and English versions, the Romanian version will prevail.

The General Business Conditions of Banca Comerciala Intesa Sanpaolo Romania S.A. - Individuals

Table of contents

1. THE SCOPE OF APPLICABILITY OF THE GENERAL BUSINESS CONDITIONS 2
2. DEFINITIONS 3
3. CONFIDENTIALITY. BANKING SECRECY 6
4. PERSONAL DATA PROCESSING 6
5. SERVICES PROVIDED BY THE BANK 8
6. CURRENT BANK ACCOUNT 8
7. INTERNET BANKING SERVICE 14
8. DEBIT CARDS 15
9. GRANTING BENEFITS MY SALARY/MY PENSION PACKAGE 18
10. SAVINGS PRODUCTS –GENERAL CHARACTERISTICS 19
11. GUARANTEE 20
12. INTERESTS AND FEES RELATED TO BANK OPERATIONS. GENERAL PROVISIONS 20
13. RIGHTS AND OBLIGATIONS OF THE BANK 22
14. RIGHTS AND OBLIGATIONS OF THE CUSTOMER 27
15. EXPRESS AUTHORIZATIONS 31
16. PERIOD OF THE CONTRACTUAL RELATIONSHIP BETWEEN THE CUSTOMER AND THE BANK 31
17. TERMINATION OF THE CONTRACTUAL RELATIONSHIP BETWEEN THE CUSTOMER AND THE BANK 31
18. ACCOUNT CLOSING 32
19. PLACE OF OPERATION. CUSTOMER IDENTIFICATION. DELEGATION. 32
20. NOTIFICATIONS 33
21. APPLICABLE LEGISLATION. SETTLEMENT OF CONFLICTS AND DISPUTES 34
22. FORCE MAJEURE AND ACTS OF GOD 35
23. MODIFICATION OF GBC 35
24. FINAL PROVISIONS 35

1. THE SCOPE OF APPLICABILITY OF THE GENERAL BUSINESS CONDITIONS

1.1. These General Business Conditions (hereinafter known as „*GBC*") establish the general legal framework of the contractual relationship between Intesa Sanpaolo Romania S.A. (hereinafter known as the „*Bank*") and each of its customers (hereinafter individually known as „*Customer*") who have signed for the receipt, acceptance and assimilation of the content of these GBC on the Application for opening current accounts and additional products.

1.2. These GBC, together with the Application for opening current accounts and additional products, with the List of Standard Costs of the bank (hereinafter known as „*LSC*") and any other form, document and/or contract which individually regulates a bank service or product, represent a single document which stands for the basis of the contractual relationship between the bank and the customer, regarding the opening and operation on current and deposit accounts, as well as provision of any other bank services/products, and together they have the legal power of a framework-agreement, which is subject to the provisions of the Romanian legislation in force. All such documents shall be hereinafter known as Framework-Agreement.

1.3. The customer's signature laid on the Application for opening current accounts and additional products, unequivocally certifies that upon initiation of the business relation with the bank, the customer was informed with regard to the content of these GBC, that he assimilated such and that he fully agrees with their provisions, and that one copy of such was handed in to him.

1.4. From the time of assimilating/communication, these GBC replace any other previous form of such, as well as any other converse provision, found in the content of forms/documents/specific agreements related to products or services provided to the customer by the bank, concluded prior to entry into force of the GBC and, where appropriate, they are supplemented by such.

1.5. If there are any discrepancies within the content, meaning or construction of the text of any form/document/specific agreement related to a product or service, concluded between the bank and the customer, which are inconsistent with these GBC, the express provisions of the forms/documents/specific agreements shall prevail. Any aspect/ procedure/right/obligation which is not covered by the content of a form/document/specific agreement related to a particular product or service concluded between the bank and the customer, shall be governed/read or constructed in compliance with the provisions of these GBC.

The terms and conditions specific to bank products/services, regulated by forms/documents/distinct agreements shall be applicable within the period stipulated in the content thereof.

1.6. Modification or termination of one of the specific products and/or services concluded between the customer and the bank is carried out under the conditions provided by these GBC and it does not affect the validity of the other products or services contracted by the customer, nor the validity of these GBC.

1.7. The customer has the possibility to consult these GBC also at the territorial offices of the bank, as well as on bank's webpage, www.intesasanpaolobank.ro

1.8. Banca Comerciala Intesa Sanpaolo România S.A. has its registered office in the Municipality of Bucharest, 85A Nicolae Caramfil street, 4th floor, sector 1, postal code 014142, it is recorded in the Credit Institutions Register under no. RB-PJR-02-032/1999, recorded at the Bucharest Trade Register under the no. J40/2449/2015, Tax registration number RO 8145422, personal data operator no. 2581, telephone: 004 021 405 36 02, facsimile: 004 021 405 36 06, Website: www.intesasanpaolobank.ro, E-mail: headoffice@intesasanpaolo.ro

2. DEFINITIONS

2.1. Within the content of these GBC, the terms below have the following meanings:

ATM (Automated-Teller Machine) - cash machine designed for performing card operations for the purpose of obtaining cash, transferring of funds, payment of utilities, obtaining information on accounts and transactions made with the card;

Authentication – the procedure which enables the bank to verify the manner in which a payment instrument is used;

Authorization – procedure by which the payer customer gives its consent for the payment operation;

Bank –Intesa Sanpaolo România S.A. (customer's payment services supplier), with reference both to its head office, as well as to any local offices;

Payment beneficiary – anticipated recipient of the funds which make the object of a payment operations;

Actual beneficiary – individual eventually holding or controlling the customer and/or the individual on behalf or interest of whom, a transaction or a operation is directly or indirectly performed;

Credit Office – company whose purpose is to support the participants in the banking system by providing accurate, updated and consistent information related to individuals who have contracted loans from other banks or financial companies, have purchased a product by leasing or who were insured against payment default risk by an insurance company, by collecting/processing data regarding the customer portfolio - individuals, providing information/reviews for the purpose of: identifying and determining the credit risk, increasing loan quality, reducing fraud risk and protecting creditors, determining consistent scoring criteria;

Card –Maestro/ Visa Electron Debit Card issued by the bank, representing the electronic payment instrument by which the holder disposes only of its own cash existent in an account opened with the bank;

Cerved Business Information Spa – company registered in Italy, providing financial information for the purpose of facilitating the assessment of Italian customers;

Challenge Code – a one-time code provided by the trader at the time of performing the transaction, based on which, together with the PIN, a one-time password (OTP) is generated, called Secure Code and generated by reading the encryption keys on the card's chip;

PIR – Payment Incidents Register which represents a structure specialized in collecting, storing and centralizing specific information on payment incidents, performed by account holders with checks, bills of exchange and promissory notes;

Client/ Account Holder – resident or non-resident individual, benefiting from bank's products or services, owner of the amounts in the current bank account, who has entered business relationships with the bank, with regard to opening current accounts and additional products, cash operations and transfers or any other banking products and services;

Sole Identification Number – a combination of letters, digits or symbols provided by the payer, user of the payment services, for the purpose of accurately identifying the other user of the payment services (payment beneficiary) and/or its current account for a payment operation (IBAN code, account number etc.). On the time of opening the current account, the bank, as payment service provider, shall communicate to the customer (user of the payment services) its sole registration code (IBAN code) and bank's BIC/SWIFT code;

CVC2 CODE – the security code on the bank of the card, consisting of 3 digits, located on the extreme right of the signature strap;

Acceptant trader – the entity which accepts the card as a payment method, pursuant to an agreement previously concluded with an acceptant institution;

Current bank account – the basic instrument for transactions such as collection and payments, cash withdrawals/deposits, as well as for setting up fund deposits, held on behalf of the customer (user of the payment services), used also for performing payment operations, hereinafter known as "*current account*";

CCR – Central Credit Register represents a structure specialized in collecting, storing and centralizing information on the exposure of each declarant person (credit institution, non-banking financial institution recorded in the Special Register, payment institution which records a significant level of credit activity or an institution issuing electronic currency which records a significant level of credit activity) in Romania, in relation to those debtors who have benefited from loans and/or commitments whose cumulated amount exceeds the reporting limit amount, as well as the information on card frauds committed by holders;

Cut off time – moment in time specified by the bank up to which a payment order may be introduced for payment and authorized by the User/Holder/ Client in order to be deemed received by the bank within the same business day;

CVV2 – security code consisting of 3 digits, uniquely derived for each particular card, printed on the signature panel of the card and aimed for holder's signature;

Transfer date for regular bank transfer– date on which the regular bank transfer is performed;

Currency date – reference date used by the bank to calculate the interest related to funds debited or credited from/in the current account;

Direct debit – service by means of which the customer authorizes the bank so that in its name and on its behalf, the bank performs automatic payment from indicated current account, of the amounts requested for payment by a beneficiary, according to the invoices issued on a regular basis for the customer or a third party;

Holder/ Main card Holder – resident or non-resident individual, who, pursuant to the contractual relationship with the bank, holds an electronic payment instrument issued on its name;

Digital Signature (DS)/ DS Code – unique code generated by the Token device or by selecting Message Authorization Code, in the case of mobile Token, with the help of which operations performed via Internet Banking are authorized;

Annual Interest – the interest by which the bank capitalizes the saving products set up by the customer, calculated depending on the validity period of the saving product and the currency in which it was set up;

Deposit period – the time span between the date of setting up the term deposit and its maturity date; if its maturity date falls on a non-banking day, it shall be deemed due on the following business day, and if the deposit is set up with automatic extension, the deposit period shall be extended by the initial period;

Account statement – report/ document reflecting transactions performed on customer's current account, provided by the bank to the customer on permanent support via the communication method agreed by such;

I-B@NK –Internet Banking serviced provided to the customer by the bank, which enables internet bank transactions (hereinafter also known as "Internet Banking Service/Application");

IGA – intergovernmental agreement signed by third countries and the United States of America for the purpose of implementing the financial reporting procedures and withholding FATCA related taxes; FATCA (The US Foreign Account Tax Compliance Act) represents a set of laws adopted in March 2010 by the United States of America for the purpose of preventing and reducing fiscal evasion generated by the offshore activity of American residents;

I-B@nk service not available – the time span within which the I-B@nk service cannot be accessed or used by the customer as a result of system maintenance/improvement works carried out by the bank which aim at improving the quality of services provided;

LSC – List of Standard Costs of the bank – Individuals, document comprising taxes, expenses and fees applied by the bank in relation to natural persons customers;

Mastercard 3D-Secure & VBV (Verified by Visa) – security standard of e-commerce transactions, provided by Mastercard and Visa international organizations, incorporating cutting-edge technology in this field, thus reducing Internet frauds.

Underage person – individual who has not turned 18;

Time of receipt – the time when the payment order sent directly by the customer in paper format or by I-B@nk application, filled in with all obligatory fields and signed/authorized accordingly, is received by the bank, and the customer has sufficient available cash in its current account for its execution;

One Time Password (OTP) – one-time code generated by the Token or mobile Token device, with the help of which the user is identified in the Internet Banking application; entering the woron OTP code three times in a row shall result in blocking the access to the I-B@nk service; in such case, the user shall contact the bank's Call Center service at the telephone number 0800.800.888;

Payment operation – action initiated by the payer or by the payment beneficiary for the purpose of depositing, transferring or withdrawing funds, irrespective of any subsequent obligations between the payer and the payee;

Payment order – any instruction given by the payer or by the payee to the payment service provider, by which the performance of a payment operation is requested;

Security password in relation to the bank – identification item indicated by the Card Holder in the specific forms submitted to the bank, which is used for the purpose of its identification by the Call Center/ InfoCard bank operators;

Politically exposed person – individual holding or who held an important public position, family members and individuals publicly known as close associates of such persons: direct family members of politically exposed persons are: the spouse, children and their spouses, parents;

Phishing – bank information fraud usually appearing under the form of a message sent by the bank, but which is in fact sent by hackers and which requires the customer to access certain sites, and by accessing such sites, its bank information are retrieved;

PIN (Personal Identification Number) – a numerical code consisting of 4 (four) digits, confidential, used as a link between the Token and its user; The holders configures its PIN code for the Token device when purchasing the service; the PIN code is customized by the user; the use of the Token device is allowed only after introducing the correct PIN; the PIN code also represents the strictly confidential code assigned by the bank to each card holder in order to be used in card operations both in the material and in the virtual environment;

Payer (Client) – holder of a current account, requesting the performance of a payment operation from such account;

POS (Point of Sale) – bank terminal located in trader's points (supermarkets, stores, gas stations etc.), connected to the bank's system by a telephone line and which enables the authorization, log in and money transfer in real time, straight from the buyer's account to the seller's account when the payment is made by card;

Prima facie – at first sight;

Saving product – specific product provided to the customer by the bank, for saving purposes;

Legal representative – individual legally authorized to represent the customer/account holder;

Secure Code –token generated password, as a result of reading the card chip and entering the Challenge and PIN codes. The generated Secure Code is valid per transaction and accepted for the completion thereof, the validity period is unlimited, but once used to complete a transaction, the code becomes useless and it cannot be used to perform another transaction;

Bank's registered office – the bank's head offices, as well as any local offices of the bank situated in Romania;

SEPA (Single Euro Payments Area) – the euro area, within which the citizens, companies and other economic participants may initiate and receive payment in euros, in Europe, inside or outside national borders, within the same conditions, having the same rights and obligations irrespective of the place of their location and it comprises European Union member states, the European Economic Area, Switzerland and the Principality of Monaco;

Specimen of signature – represents the handwritten signature of the customer laid on the documents used in relation to the bank and kept in its records;

Member state – any member state of the European Union, as well as any state belonging to the European Economic Area;

Permanent support – any instrument/ modality which enables the customer to store information personally addressed to such, which is accessible for future consultations, for a period of time adequate for the purposes of such information and which enables the identical reproduction of stored information (eg: e-mail, notification, letter, access to information made available via Internet Banking service);

SWIFT (Society for the Worldwide Interbank Financial Telecommunication) – represents the organization which performs electronic transfers of funds between banks; SWIFT operated through its two operative centers in Europe and the United States of America, where all personal data related to performed financial transactions are stored;

Contactless technology – the technology which enables fast payments, of small amounts, by simply drawing the card near a POS, using radio waves, without the requirement to enter the PIN code and/or to sign the receipt related to the transaction;

Maximum execution term – the maximum term, starting with the time of receiving the payment order initiated by the customer, time up to which the amount of the payment operation is credit in the account of the payment service provider of the payment beneficiary;

I-B@nk Token – secured device which enables the user to identify itself in I-B@nk application; the Token device is allocated/handed in to all Internet Banking users, it is secured by a PIN code, customized by the user, PIN which may be changed by such; the Token device is property of the bank; the device may be hard Token or mobile Token; *the **hard Token device*** is handed in to the user by the bank at the registered office of the bank where the customer requested the service purchase and it generates one-time codes pursuant to which the customer is identified and authenticated in the I-B@nk service; *the **mobile Token device*** is installed on user's mobile phone, the customer receiving from the bank on the mobile phone, text messages required to install the device;

Token transactions in the virtual environment – authentication device required to perform virtual transactions (e-commerce), which enables the authorization of transactions according to 3D Secure standard, by generating a one-time password after reading the card chip;

Regular bank transfer – payment modality by which the bank automatically performs transfers to a beneficiary indicated by the customer, in the name and on behalf of the customer, from the current account indicated by the customer, on precise days and amounts previously established by the customer;

Off-line transaction – transaction which is performed by card, without the electronic authorization of the acceptant or processing trader; the transactions is transferred directly for settlement, skipping the authorization stage;

„under floor limit" transaction – transaction performed using the card, without being required bank's authorization and implicitly, blocking the amount of such transaction, the transaction being sent directly for settlement;

Payment services user – The customer uses a payment service provided by the bank, as payer and/or payee;

Internet-Banking User – the customer or the person authorized by the customer to operate via Internet Banking service on its behalf and which obligatorily has to be the person authorized on customer's accounts;

Additional Card User/Holder – individual on whose name the main card holder requested the issuing of an additional card and which is authorized by the holder to perform card operations on account of the latter;

Banking day – such part of the day during which a bank institution receives, accepts or denies the execution of payment orders, modification and cancellation thereof; **Working day** – day during which the payment service provider of the payer or of the payee involved in a payment operation, conducts the activity which enables it to execute payment operations;

2.2. The following terms „**in special relations**", „**group**" and „**a single debtor**" bear the meaning given by the provisions of the law on credit institutions and capital adequacy and by the regulations of the National Bank of Romania on high exposures of credit institutions.

3. CONFIDENTIALITY. BANKING SECRECY

3.1. The Bank shall treat the information on the client and / or its banking business as secret and confidential, complying with the confidentiality obligations imposed by the laws in force on banking secrecy.

3.2. The Bank will disclose / communicate to third parties information on the client and / or its banking business only if the customer has consented in advance for this purpose or if it is bound under the law in force.

3.3. Upon request of the Bank, for the purpose of initiating and conducting the business relationship, the Customer undertakes to make available to it any documents, information or clarifications considered necessary by the Bank, in the format requested by the Bank.

3.4. The Bank will take all necessary steps to ensure confidentiality and bank secrecy on customer facts, data, information and transactions, in compliance with legal regulations in force and international practice in the field.

4. PERSONAL DATA PROCESSING

4.1. In accordance with Law no. 677/2001 the protection of individuals with regard to the processing of personal data and on the free movement of such data, as further amended, the Bank processes personal data and is recorded in the register of personal data processing under no. 2581.

4.2. By reading these GBC, the Customer agrees with the processing of his personal data, authorizing t the same time the Bank to use the personal data for marketing activities and preparation of statistical records and to access information recorded in his name to CRC, CIP , Credit Office, Cerved Business Information Spa or any other public institutions as well as to transfer such data, both in Romania and abroad, to third parties to whom the Bank requested to carry out a part of its activity (for administrative, organizational or technical reasons), or with whom the Bank has entered contractual relationships which imply the transfer of personal data, whenever necessary, in order to initiate and conduct business relationships, including the management of service relationship and or which may be required by the Bank. The customer has the right to refuse the processing of its personal data for marketing purposes, notifying the Bank to this end in writing.

4.3. Disclosure to third parties of personal data will be made in compliance with the rights conferred by Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and any other legal deeds regulating these issues concerning the processing of personal data.

4.4. The client can exercise all the rights provided by Law no. 677/2001 or right to information, to access the data: the right to obtain from the Bank upon request and free of charge, the confirmation whether the data concerning him are processed or not by such, the right for intervention: the right to obtain, upon request and free of charge, the correction, update, blocking or deletion of data whose processing is not made in compliance with the law, particularly incomplete or inaccurate data or to transform them into anonymous data, as appropriate, and making the data whose processing is not in compliance with the law, anonymous, particularly incomplete or inaccurate data, the right to object: a person's right to object at any time for

grounded and legitimate reasons relating to his particular situation, that the data related to such are processed, unless the law provides otherwise (the right to object to the processing of personal data by the Bank, unless the law provides otherwise, the right to refuse the processing of personal data for marketing purposes) the right not to be subject to individual decisions and the right to address the court. In this respect, the client can send to the Bank a request / complaint in writing, dated and signed, the application being enclosed a legible photocopy of the identity document of the applicant.

4.5. Through these GBC, the client expressly consents to the provision in its relations with third parties involved in organizational and decision-making processes of the Bank, of any information and data relating to the Customer or its accounts necessary for these processes and which will not affect in any way the Customer or its business. The parties involved are represented by, but not limited to such, specialized consultants approved by the Bank, financers, the group or entities of the Group to which the Bank belongs, service providers etc. Third parties are also held liable to keep the confidentiality of the information obtained.

4.6. The Customer consents that the Bank, a member of an international financial-banking group, transfers abroad (including to other institutions in the inter-banking information system or auditors / supervisory and / or audit bodies) in order to comply with legal provisions and obligations to the parent company, any information necessary for the proper functioning of the Bank, information subject to banking secrecy or protection of personal data.

4.7. The Bank has the right to transfer personal data and information of the client for the purpose of processing by its contractual partners, local / central public authorities, service and goods providers entities of the same group to which the Bank belongs, Customer's employer, banking companies, offices or agencies providing database organization services (such as Credit Bureau, Banking Risk Central Office, SWIFT, etc.), electronic archives operators, public notaries, bailiffs' offices, law firms, shareholders of the Bank, Bank affiliates (insurance, leasing, brokerage companies, etc.), third party contractors (such as insurance companies, financial brokerage companies, etc.), debt collection / debt recovery agencies etc.

4.8. The Bank, as the authorized operator of personal data, processes personal data in transactions via SWIFT. If bank customers perform international transfers of funds, the Client's personal data may be transferred to countries that are not members of the EU (eg USA). The U.S. do not provide the same level of protection in relation to the processing of personal data as the Member States of the European Union, but it displays required guarantees (Safe Harbour). In order to prevent money laundering and combating the financing of terrorist acts, American authorities/ institutions (U.S. Treasury Department, etc.) may request access to personal customer data stored in US SWIFT operational center. Such data are stored only for the time necessary for the purposes of fighting terrorism, they are kept in a secure environment and managed with care.

4.9. The Bank is authorized by the Client to process and store in a database information on products / services for which it has benefited or it benefits, the way in which it complied with its obligations over trade relations with the Bank and to use them for marketing purposes, statistics, establish policies and programs to prevent and combat money laundering and terrorist financing etc. and transmit this information to all institutions / credit bureaus / authorities / insurance companies and other entities authorized to dispose of them.

4.10. Personal data provided by the Customer or existing in public records relating to shareholders, administrators of companies where the customer holds shares or positions, on the real beneficiaries of amounts from customers' accounts or family members (family, husband / wife, children, life partner) are collected, processed and stored by the Bank strictly to fulfill its legal obligations (KYC, money laundering, fraud, conflicts of interest, identification requirements of persons in a special relationship with the Bank, etc.) and contractual.

4.11. The Customer expressly authorizes the Bank to retain copies of ID cards or other identification documents, and, whenever necessary, in order to initiate or conduct the business relationship with the Bank, to process, store, transmit and consult information relating to:

4.11.1. personal data to identify customer: Customer's first and last name and such of family members (if applicable), home address, including city, zip code, county and country, sex, date of birth, identification number or equivalent, resident / non-resident, telephone number, email address, marital status, citizenship, nationality, type of ID card, serial number;

4.11.2. personal data relating to the relationship between the holder and the authorized / empowered person, authorization limits etc., family relationships with Bank employees or other persons in a special relationship with the Bank, the fact that the person is part of a "group" of individuals or legal entities connected directly or indirectly, domicile / residence, family status, contracts that are closely related to the business relationship conducted between the Client and the Bank, name of employer / nature of personal business, seniority in the last place of employment, seniority, occupation of the person I question, data on employment contracts, income, deductions chargeable against revenue, disputes with third parties, availability of loans / liabilities to other financial institutions or other payment commitments, data regarding owned properties, data on the level of education, family status, quality of politically exposed person as well as those relating to the overall risk, outstanding loans or payment incidents recorded on behalf of the Client etc.

4.11.3. data necessary to identify information related to fraudulent activity;

4.11.4. information regarding the inadequacies identified in the documents / statements provided by any authority, natural or legal persons or sent to any authority, natural or legal persons;

4.11.5. information for the preparation of statistical records, including the aggregate amount of accounts;

4.11.6. sending data to the credit bureau or any similar institution, to CRC, Ministry of Finances, the National Office for Prevention and Control of Money Laundering, other authorities, SWIFT;

4.11.7. sending information to any other persons that the Bank will enter into agreements to fulfill its legal obligations.

4.12. Personal data of customers may be sent in Romania, European Union member states and in other states, including the United States, in order to carry out any legal relations between the bank and customers, in order to fulfill its legal obligations, to achieve the interests and legal obligations of the Bank, including of the Group to which it belongs, and promoting any products and services to third party contractors.

4.13. Personal data are processed by the Bank throughout the period of the contractual relationship with the Client, the latter giving its consent that upon termination of the contractual relationship with the Bank, the latter archives / further processes personal data until they reach the legal terms provided for this purpose or in accordance with the Bank's internal and / or national legislative provisions.

5. SERVICES PROVIDED BY THE BANK

5.1. The purpose of these GBC is to:

5.1.1. regulate the conditions under which the Bank grants products and / or services requested by the Customer in compliance with forms / documents / specific related contracts made available to such by the Bank or via I-B@nk service, an integral part of these CGA, and

5.1.2. regulate the conditions of use of these products and / or services by the Client.

5.2. The Bank reserves the right to refuse to open and / or operate available banking products and services and to select the granting of certain products and / or services, regardless of what other products are or have been held by the applicant, without being bound to explain the reason for which it refused to open or operate the product / service.

6. CURRENT BANK ACCOUNT

6.1. In order to maintain the business relationship between the Bank and the Customer, the latter must benefit from at least one product offered by the Bank. The existence of a current bank account opened at the Bank may be one of the mandatory conditions for the Bank to open other types of accounts, products and / or services to the Customer, except for the situations where the law provides otherwise.

6.2. In order to open a current account by the Bank, the Customer shall fill in and submit at bank's registered office a standard application for the opening of a Current account and other documents required by the Bank according to the type of applicant (customer identification documents and / or the authorized person, specimens of their signature, etc.). All documents required by the Bank will be presented in original and submitted in copy together with the application for the opening of a current account.

6.3. The Client, as current account holder, is entitled to dispose of the account without limitation, in compliance with the requirements set by these GBC, of such provided by the other forms / documents / contracts with the bank and legal provisions in force.

6.4. The Current account holder may authorize one or several persons to operate on its current account, persons that may dispose of both the funds in the current account and in any other accounts connected to it, open on Customer's behalf. Authorized persons are entitled to perform any transactions on accounts, including opening and / or liquidation of deposits and / or other savings products, unless the account holder expressly disposes otherwise.

6.5. Persons authorized / empowered to operate on a current account are not entitled to make any amendments in what concerns the authorizations to operate on that current account or any account related to it or close / liquidate the account in question.

6.6. For a person to be designated as "authorized person" to operate on a current account it is required that such person goes at the Bank in order to be identified by the representatives of the Bank and to submit the specimen signature given in the presence of an official of the Bank or notarial certificate, as required by law. Specimen signatures are deemed valid (authorization is considered valid) until revoked in writing by the account holder, revocation accepted by the Bank, even when modifications of such authorizations have been made public as required by law. In order to conduct electronic transactions or other transactions that do not involve the physical presence of the Customer or of the persons authorized by such, the Bank may accept digital signatures, including identification of PIN or password type as expressly provided in the contract concluded with Bank. The Customer and the authorized person shall be liable for transactions made through electronic means made available by the Bank, being bound to use related personal identifiers (PIN, password, etc.) in secure conditions. Any proof or reproduction by the Bank of the statements or information submitted by the Customer by electronic means shall constitute full proof in the relations between the Client, authorized person and the Bank unless the law proves otherwise.

6.7. All operations carried out by current accounts are exclusively carried out in the currency of such account, the customer holding a current account in the currency of the transaction; any foreign exchange operation is carried out outside cash deposit / withdrawal or credit transfer transactions; if the customer receives cash in another currency than the currency of payments account held at the Bank, the Bank is expressly authorized by the Client to open a current account for the currency of the receivable amount as well as to credit the current account related to the currency in the payment instruction.

6.8. By Internet Banking, the Customer may open current accounts in other currencies than such in which it has

already opened an account / accounts, the new account will be open only at the territorial unit of the Bank where account / accounts are already opened. The Customer's request made by I-B@nk service will be implemented in the day following its request, in compliance with cut-off times stated in the LSC only if the customer meets the conditions for opening the account. If the client's request has not been processed, the Customer will be notified by voice mail Application of Internet Banking.

6.9. The Bank may carry out debiting operations on Client's current account without his consent or a prior formality in the following situations:

6.9.1. paying off debts / payments of the customer towards the Bank which have reached the due date or any other commitments made by the Client to the Bank by contracts or agreements;

6.9.2. conduct revolving credit operations;

6.9.3. operating payments arranged pursuant to a final enforceable decision of the court or other enforceable title under the laws in force;

6.9.4. in situations where the customer has not paid the loan, interest, fees and / or other obligations to the Bank on due date, but he holds available cash in a currency other than that in which the debt is denominated, in order to recover its debts, the Bank is expressly authorized by the customer under these GBC to proceed on his behalf to perform currency exchange operations of the existing amounts in its accounts at the rate charged by the Bank on the day of operation, being entitled to collect these amounts up to the limit of its receivables;

6.9.5. compensation of payments made by checks, card;

6.9.6. correction of registration errors in the computer system, corrections that will be communicated to the Client by including them in the regular account statement following the day on which they were operated;

6.9.7. payment of account related interests; the Bank may make retroactive corrections regarding the calculation of the interest, from the day of the erroneous recording;

6.9.8. withholding of charges and taxes owed by the Client in accordance with the legal provisions in force;

6.9.9. for any other reasons not mentioned in these GBC.

6.10. Death of the Client, as individual or sole shareholder of the debtor entity, or death of all shareholders of a debtor entity does not pay off its/their debt in relation to the Bank, which is borne by its/their legal successors, under the law. Settlement of customer's debts / payments in relation to the Bank which have reached the due date or any other commitments made by the Client in relation to the Bank by contracts or agreements;

6.11. If the account holder dies, prior to performing the partition, its heirs are considered co-owners of the account. In this case, current account transactions can be made only with the consent of all co-holders.

6.12. If the Bank is informed in writing by submitting supporting documents about the death / incapacity of an account holder, the death / incapacity of the authorized person, all authorizations become void, the Bank allowing operations to be performed on the current account only by persons who will be able to prove their right to access client's funds with a formal deed, having the capacity of heir, agent, trustee, liquidator, tutor, curator, etc.

6.13. The Bank is not liable for any damages made to the Client as a result of actions performed by the persons authorized to operate on its current account during the time until the Bank has been informed of the death / incapacity of the Client.

6.14. On behalf of the underage client without legal competence, legal documents / transactions with the Bank will be completed / implemented by the legal representative/s / (person / s designated, pursuant to the law, to represent the minor in legal documents signed on its behalf), the account being opened upon request of the representative /s, person authorized on the account of the minor without legal competence.

6.15. For individual customers with limited legal competence, legal documents / transactions with the Bank will be concluded by such with the approval of its legal representative (the person designated by law to represent the individual with limited legal competence in legal documents signed on its behalf) .

6.16. The Minor with limited legal competence may dispose of legal the income acquired as a result of legal deeds regarding work, artistic or sports activities related to its profession.

6.17. The Bank will be immediately notified in writing by the individual client / legal representative, its legal competence is lost or reduced.

6.18. **The statement of account**

6.18.1. The Bank will inform the Customer about the performance of individual transactions, the transfer of funds / cash from / in current accounts opened in his name by a bank statement.

6.18.2. Except for the situations in which distinct agreements provide otherwise, the Bank provides the Client with a bank statement on a regular basis, free of charge for the individual client, at the beginning of each calendar month for the previous month's operations (including the interests and other fees, charges and expenses charged by the Bank).

6.18.3. The customer is bound to check the transactions recorded in its accounts and to reimburse to the Bank collected amounts which are not due to it, not later than five (5) working days since the beginning of the month. Any possible objection with regard to the accuracy and / or content of a periodic statement must be made by the Client in the shortest time possible since finding the problem.

6.18.4. When the bank statement is not received within 10 (ten) days from the beginning of the month, for transactions performed in the previous month, the Customer is required to address one of the territorial units

of the Bank or call the Call Center 0800800888 (number available 24/7) to obtain account statements.

6.18.5. If the client does not dispute the content of confirmations, account statements, notes or other communications of the Bank, regardless of how they were sent or made available to it (by mail electronically or to one of the Bank's offices etc.) within 13 (thirteen) months from the date the client may be considered that he could reasonably be informed on such issues, those documents shall be deemed approved by the Client. If such documents contain calculation errors, the Bank will rectify these errors, even after a period of 13 (thirteen) months.

6.19. **Payment order. The time of receipt**

6.19.1. The bank will not receive payment orders if at the time of sending the payment order, the client does not have sufficient funds in its payments account for their execution. The time of receipt of the payment order is when the payment order transmitted directly by the payer or indirectly by or through a payee is received by the payment service provider of the payer. If the Customer and the Bank agree that the execution of the payment order is performed in a certain day or after a certain period (this can be achieved only by scheduled payment orders: periodic bank transfer, direct debit etc. or payments initiated by I-B@nk with a future execution date), the time of receipt is considered the day agreed upon. If the agreed day is not a business day, the payment order shall be deemed received on the following business day.

6.19.2. The Bank establishes cut off times (both for normal operations and for emergencies), times which, once exceeded, any payment order received shall be deemed received on the following business day. These cut off times are those set out in the list of Standard costs of the Bank. If the time of receipt is not a business day for the payment service provider of the payer, the payment order is considered received on the following business day.

6.19.3. If the Bank refuses to execute a payment order, the refusal and, if possible, its reasons, and, where appropriate, the procedure for correcting any factual mistakes that led to the refusal shall be notified to the Customer, if not prohibited by national or international regulations. The Bank shall send or make available the notification, as agreed with the Client, according to the contract concluded between them, in the shortest time possible.

6.19.4. The bank is entitled to refuse to execute a payment order in the following circumstances:

6.19.4.1. at the time the Bank processes the payment order, the cash available in the current account does not cover the amount needed for the execution of the payment order and payment of fees / charges;

6.19.4.2. over the current account of the customer a legal or executional procedure was established (eg seizure, garnishment, forced execution, etc.);

6.19.4.3. making the payment violates internal regulations of the Bank or the group to which it belongs, the laws in force, national or international regulations, embargoes or interdictions or it raises suspicions with regard to their violation or could result in breach of its contractual obligations in relation to third parties or could harm the integrity or reputation of the financial sector and / or the Bank;

6.19.4.4. The bank has suspicions that the payment has not been ordered by entitled persons;

6.19.4.5. The client deceased, was put under interdiction or guardianship;

6.19.4.6. The client violated provisions comprised in the agreements / contracts / framework contracts concluded with the Bank;

6.19.4.7. The client issued the payment order in a currency in which the Bank does not execute payment orders;

6.19.4.8. the service provider of the payee is, or is threatened by a payment default, insolvency, bankruptcy or other similar proceedings;

6.19.4.9. the payment order cannot be executed for technical reasons;

6.19.4.10. in any other situations in which the Bank considers that it may be held liable or would suffer direct / indirect materials / moral damages, if the payment was executed;

6.19.4.11. The bank suspects the customer of fraud or abuse;

6.19.4.12. The customer has other outstanding obligations to the Bank;

6.19.4.13. any other reasons deemed justified by the Bank.

6.19.5. In cases where all the conditions set out in these GBC are met, the Bank cannot refuse to execute a payment order authorized initially by the Client, if this is not prohibited by national, international or internal rules.

6.19.6. A payment order whose execution has been refused shall be deemed not received.

6.20. **Execution of payment orders**

6.20.1. The payment order is considered properly executed in what concerns the specified payee by verifying the unique identifier (eg IBAN), if the payment order is executed in accordance with the unique identifier specified in the payment instruction received from the customer. The Bank has no obligation to perform an additional check of the consistency between the unique identification code indicated and the name of the beneficiary and / or any other identification data and it is not liable for non-performance or improper performance of the payment transaction if the payment order was executed in accordance with the unique identifier indicated by the payer client. If the customer provides information additional to those imposed by the Bank for a credit transfer ordered by the Customer to be properly executed, the Bank is only liable for the execution of payment transactions in accordance with the unique identifier provided by the Client. However, the Bank reserves the right to verify, if deemed necessary, the correlation between the unique identification code indicated and the name of the beneficiary Customer and / or any other identification data,

and in justified situations or in case of violation of legal regulations in the field of prevention and sanctioning of money laundering and combating the financing of terrorism, to refuse to execute a payment order. In this case, the refusal and, if possible, the reasons shall be notified to the payer / Bank ordering the operation, if this is not prohibited by national or international regulations.

6.20.2. If the unique identifier of the payee, provided the Client, is incorrect, the Bank is not liable for non-performance or improper performance of the payment transaction. In this situation, the Bank shall make all reasonable efforts to recover the funds involved in the payment transaction and may charge revocation / recovery costs according to the List of Standard Costs of the Bank.

6.20.3. If a payment order is initiated by the Client, the Bank is liable for the correct execution of the payment transaction, unless the bank can prove to the Client and, if applicable, the payment service provider of the payee, that the service provider of the payee received the amount that makes the object of the payment transaction in due time; In this situation, the payment service provider of the payee is held liable to the payee for the correct execution of the payment transaction.

6.20.4. If the Bank is liable as the bank of the payer, it will reimburse the payer, without delay, the amount which makes the object of the payment transaction which was not executed or incorrectly executed and, if applicable, restore the debited payments account to the state in which it would be found if the incorrectly executed payment transaction had not taken place. If the Bank is liable as bank of the beneficiary, it shall immediately make available to the Customer the amount of the payment transaction and, where applicable, credits the corresponding amount in its current account.

6.20.5. In the event of a non-executed payment transaction or incorrectly executed upon request of the Customer, the Bank, as the bank of the payer, will immediately make efforts, regardless of its liability, to identify and track the payment transaction and notify the Client on the results.

6.20.6. The Customer will communicate to the Bank in writing payment orders that require preferential processing in terms of execution time. The Bank shall not be held liable if it does not receive such request from the Customer, except for serious default cases which may be proved, the bank not being held liable for any loss incurred by the Client as a consequence of the execution of payment orders in accordance with legal and internal regulations in force and banking practice.

6.20.7. Liability of Bank does not arise in unpredictable circumstances beyond the control of the person invoking them and whose consequences could not be avoided despite all efforts made in this regard or if it is bound to comply with national or international regulations.

6.21. **Debit instruments (checks, bills of exchange, promissory notes)**

6.21.1. The Customer can make payments from its current account including by using checks, bills of exchange or promissory notes, requesting the bank to issue such payment instruments. Issuance of such payment instruments is at the discretion of the Bank, in case of refusal, the Bank is not obliged to communicate to the Customer the reasons on which such decision relies on.

6.21.2. Foreign currency checks drawn on foreign banks will be submitted on receipt to the issuing banks directly or through correspondent banks of the Bank. All costs charged by domestic banks or foreign correspondent banks for cashing checks and other banking services provided, as well as those involved in the communication of failure to collect some outstanding checks and returning unpaid checks by the banks, shall be borne entirely by the Client, who will be informed of such situations.

6.21.3. The following situations are considered default cases attributable to the Customer:

6.21.3.1. issuing checks without drawee's authorization;

6.21.3.2. issuing checks without sufficient available funds for drawing;

6.21.3.3. submission for collection of checks after the deadline established for submission;

6.21.3.4. false on essential elements to be included on the check printed by the Bank.

6.21.4. In cases of default cases attributable to the customer, the bank may:

6.21.4.1. withdraw checkbooks issued to customers;

6.21.4.2. close all accounts of the Customer (without his consent or any prior formality);

6.21.4.3. notify the criminal investigation authorities;

6.21.4.4. report the incident / incidents to C.I.P.

6.21.5. In order to recover the damages incurred in default cases attributable to the Customer, mentioned above or any other reasons attributable to him, the Bank is entitled to draw any required amounts, without the prior consent of the client in question, from any amounts available (in lei or foreign currency) existing in accounts open at the Bank and to initiate other enforcement proceedings (including judicial) against the Customer.

6.21.6. The customer is fully liable for the loss, damage and / or stolen check forms / checkbooks, promissory notes or bills of exchange issued by the Bank, being bound to immediately notify the Bank in writing of the occurrence of such situations.

6.22. **Cash operations**

6.22.1. Cash deposits in current accounts opened with the Bank can be made by deposits at the tellers of Bank of the operation site. The Bank may refuse to deposit in Customer's account coins, banknotes which are damaged, of suspicious origin or withdrawn from circulation, without being required to justify to the Client the grounds for such refusal. Also, the Bank will not be bound to exchange such coins, banknotes, except for cases provided by law.

6.22.2. Cash withdrawals exceeding the limit set on the List of Standard Costs of the Bank will be notified to the

Customer in advance. In case of cash withdrawals that exceed such amounts, the Customer shall contact the Bank in order to agree on the possibility, manner and time within which such an operation can be performed. The Bank is not liable for losses incurred by the Client in case of failure to comply with these provisions. Even in the absence of such notification, the Bank may respond the request of the Customer in exchange of a fee provided by the List of Standard Costs of the Bank. If the client notifies a withdrawal of funds from / to current account/s and it is not made on customer's default, the failure to perform the transaction will be charged by a special fee, according to the List of Standard Costs of the Bank.

6.23. **Regular bank transfer. Execution of transfers**

6.23.1. Through these GBC, if the customer requests to the Bank regular banking transfer service, the Customer expressly authorizes the Bank to execute periodic transfers from his account opened at the Bank, to the beneficiary indicated by such.

6.23.2. The Customer expressly authorizes the bank to transfer the amounts, within the limit of the granted mandate, with the frequency set by the Client as specified in this GBC present in the name and on behalf of the Customer to the account of the beneficiary indicated by such, in the amount determined and on the dates requested by such.

6.23.3. If the date established by the Client for the transfer falls on a non-working / non-banking day, the transfer will be performed by bank on the following/subsequent working / banking day, depending on client's request.

6.23.4. The Customer undertakes to make sure that, no later than 12.00 PM of the day of the transfer - hereafter referred to as transfer date - in his account from which the transfer will performed, there are sufficient funds to cover the amount determined for the regular transfer, and for pay other related fees / charges due to the Bank. The transfer is deemed to be received at 12.00 PM on the date agreed for the transfer. If the regular transfer ordered was not performed ordered / operated under the terms of the Framework Agreement, the following periodic transfer will occur the next transfer date established between the parties, subject to compliance with these GBC.

6.24. **Direct debit authorization. Execution of transfers**

6.24.1. Through these GBC, the client expressly authorizes the Bank to automatically debit, as per the direct debit mandate, the current account opened in the requested currency by the appropriate amount due for the payment of invoices issued on a regular basis by the services supplier (provider) of the Customer (hereinafter the "Supplier"). The Bank shall credit, in the name and on behalf of the Client, the current account opened in the currency requested by the provider, opened at its bank, by the appropriate amount corresponding to the payment of invoices issued for the Client. The Client has the obligation to notify the Provider with regard to the activation of this service.

6.24.2. Payments will be made by the Bank within the authorization given on a regular basis, according to direct debit instructions received from the supplier. The customer is obliged to make sure that at least two banking days preceding the due date of the invoice, in its current account in the currency opened at the Bank there are sufficient funds to cover the amount provided by the direct debit instruction and the amount of other related fees / costs.

6.24.3. Based on this information, the bank will debit the indicated current account of the Customer on the banking day prior to inter-banking settlement date – hereinafter 'the payment date, but not later than the time up to which the direct debit instructions may be refused in the ACH.

6.24.4. If the direct debit authorization given by the Customer to the Bank provides direct debit instructions with a fixed amount, which is repeated at determined intervals, at least 10 (ten) working days prior to the finalization of any instruction, modification, addition or annual adjustment with regard to the the amount to be debited and the due date, the Customer shall notify the Bank in writing with regard to such matter.

6.24.5. If the direct debit authorization given by the Customer to the Bank provides direct debit instructions with variable amount, which is repeated at determined intervals, at least 10 (ten) business days prior to each direct debit instruction of Client's account, with regard to the amount to be debited and the due date, the Customer shall notify the Bank in writing in this respect. The debiting frequency of the account by the amount of the invoices issued by the Customer's Service Provider, communicated to the bank by the customer by submitting the invoices issued by the Supplier. The customer and the Supplier may agree to modify the notification method or waiver to the requirement of prior notification by other waiver deeds.

6.24.6. If the customer disputes the invoice data (eg, amount due, etc.), he shall send to the Bank, to one of its territorial units, not later than 11.00 am of the business (banking) day before payment date, a request for the Cancellation of invoice payment. Following the request of the Customer, the Bank will not pay the invoice as set out above, but will not intervene in any way in the relationship between the customer and the supplier, which is only a third party in this relationship. The Bank is exempt from any liability regarding the amount indicated in the invoice / debit instruction, the date of issue / due date, amount debited, debiting date etc.

6.24.7. If a direct debit transaction is erroneously performed by the Bank due to the lack of a direct debit authorization, of the fact that the direct debit instruction was not executed in accordance with the authorization granted or with direct debit instructions or as a result of the revocation of the direct debit authorization, the Customer is be entitled to submit claims for reimbursement of amounts paid from his account by the Bank. The request of the Customer to reimburse the paid amounts from his account will be sent to the Bank within 10 (ten) working days from the date the client was informed or should have known that the amount provided in disputed direct debit instruction was debited from his account.

6.25. **Regular bank transfer and direct debit authorization**

6.25.1. The Bank performs periodic transfers for which it was authorized provided that on the date of transfer / payment date, the Client's account which is to be debited has sufficient cash available in the currency required to fully transfer the amount indicated / of the invoice and to pay related fees / costs and also that there are no freezing measures set on the amounts in Customer's account and any other impediments which might hinder such payments, and the client has met its obligations under these GBC. If not, the Bank shall execute the transfer, without being required to notify the customer in this respect, being released from any liability in relation to the Client or to third parties, the bank not being engaged with its private funds in these payments . If the client does not have sufficient available funds in its current account to cover the entire amount due for payment and related fees / costs or if the payable amount exceeds the maximum amount accepted for payment by direct debit or regular transfer, as such amount was determined by the customer and communicated to the Bank, the Bank shall not be bound to make a partial payment or to perform any additional currency conversion to that specified by the customer, if the customer had had sufficient funds for making these payments, but in a currency other than the one required for payment.

6.25.2. The regular bank transfer / direct debit service becomes active in maximum 1 (one) working day from the day the bank accepts the authorization granted. For direct debit service, the invoices which have a due date prior to the activation of the service (including activation date), they will be paid by other means / channels other than direct debit.

6.25.3. The regular bank transfer / direct debit service may be activated by the Customer via I-B@nk application. The client will fill in the application the request to activate the regular bank transfer / direct debit and will authorize the transaction. If the client's request was approved on a working day, it will be automatically implemented by the end of the day the request was made in compliance with cut-off times specified in LSC or during the business day following the request, if the Client's request was authorized on a non-working day or outside the cut-off times.

6.25.4. The regular bank transfer / direct debit service via Internet Banking will be activated only if the client meets all the conditions necessary to activate this service. If the client does not meet all the conditions the activation of regular bank transfer / direct debit service (accounts indicated by the Client are not valid, etc.) Customer's request will not be processed, the Customer being informed thereof by a notification message in the I-B@nk application with respect to failure to process the transaction.

6.25.5. If the customer wishes to disable the service via the I-B@nk application, it will request its disabling in the application and will authorize such transaction. After processing, the service will be automatically disabled by the end of the day in compliance with cut-off times specified in LSC, if the Customer's request was approved on a business day or during the business day following the request, if Client's request was authorized on a non-business day. Failure to process the deactivation request of regular bank transfer / direct debit service via the I-B@nk application, will be notified by a message in I-B@nk application.

6.25.6. In order to conduct periodic bank transfer / direct debit, the bank reserves the right to request any documents it deems necessary in order to comply with the law and its internal regulations.

6.26. **Expressing consent**

6.26.1. Payment operations, setting up savings products, registration of direct debit authorizations and registration of periodic bank transfers are considered authorized bank regularly by the paying client if it has expressed its consent to the execution of the payment transaction.

6.26.2. For credit transfers ordered by payment orders or arising from the execution by the bank of a direct debit or periodic bank transfer authorization, for cash deposits and withdrawals which are carried out at the premises of the Bank, customer’s consent (authorization) is expressed by authorized signature / signatures on the payment order, on the direct debit or periodic bank transfer authorization, respectively on the cash deposit / withdrawal receipt or by the authorization made by such via I-B@nk service, if the operation were performed via Internet Banking.

6.26.3. Without the consent of the customer, all operations are considered unauthorized transactions except for the adjustments made by the Bank or any other operations for which the Bank is expressly authorized by the Client under the framework contract.

6.26.4. The Customer may not cancel a payment order after receipt of the payment order by the bank. Exceptions are represented by payment orders for which the Customer and the Bank have agreed that their execution starts on a certain date or at the end of a certain period (eg scheduled payment orders / periodic bank transfer operations, payments initiated via Internet Banking having a future execution date), for which the execution time agreed upon is the time of receipt, if such cases, the client being entitled to revoke the payment order in writing, by the business day preceding the date agreed for execution (the working day prior to the time of receipt).

6.26.5. The Bank reserves the right to execute payment instructions of the Client / authorized person depending on the time of receipt.

6.26.6. Revocation of payment initiated by the Client may be made only upon written request of the Customer, submitted toin one of the territorial units of the Bank, with the express consent of the Bank. For these operations the Bank may charge fees according to LSC.

6.27. **Maximum execution term and currency date**

6.27.1. In what concerns the payments ordered by the Customer, the Bank shall make sure that, upon receipt of the payment order initiated by the Client in accordance with the cut off times set out in the LSC, the amount of

the payment transaction is credited to the account of the payee's payment service provider, as follows:

6.27.1.1. for national payment transactions made in lei - by the end of the business day following the time of receipt;

6.27.1.2. for SEPA transfers and transfers in euro and currencies of EU Member States to banks in Romania and the EU Member States - at the latest by the end of the banking day following the time of receipt;

6.27.1.3. for other national and cross-border payment transactions - under the conditions imposed by correspondent banks.

6.27.2. Currency date of actual debiting the Client's current cannot be earlier to the time in which the amount of the payment transaction is debited from such account.

6.27.3. In what concerns collections received by the Client, currency date on which the current account is credited, cannot be subsequent to the business day on which the amount of the payment transaction is credited to the bank account.

6.27.4. If the client supplies a current account opened at the bank with cash in the currency of the current account, the Bank shall make available the amount and assigns a currency date immediately upon receipt of the funds (the date of supplying the account).

6.28. Costs and fees related to current accounts

6.28.1. For any payment transaction initiated to a Member State of the European Union, Switzerland and the Principality of Monaco, in the currencies of these countries, the payee shall bear the fee charged by his payment service provider, and the payer customer shall bear the fee charged by the bank, therefore the SHA fee option on the payment order shall be obligatorily selected.

6.28.2. For a payment transaction initiated to a Member State of the European Union, Switzerland and the Principality of Monaco, in the currencies of these countries, the payment service provider of the payer / payment beneficiary, and all intermediaries of the payment service providers transfer the entire amount of the payment transaction without charging any fee from the amount transferred. The Payee and its payment service provider may agree that the latter charges the fee from the amount transferred before crediting the payee's account by that amount. In this case, the total amount of the payment transaction and the fee charged are separately specified in the information given to the payee.

6.28.3. If the Bank refuses to execute a payment order and the refusal is objectively justified, the Bank will charge a denial notification fee, according to LSC.

6.29. Account blocking

6.29.1. Blocking Client's accounts and existing amounts in these accounts may be performed in accordance with these GBC either at Bank's initiative or upon written request of the institutions / authorities / persons legally authorized by an attachment order or other provision to freeze the account.

6.29.2. If the Customer does not comply with its obligation to inform the Bank about important changes or circumstances that may affect the contractual relationship with the Bank, including, without limitation, however to: changes of identity documents (the expiration date of the identity document, change of name or surname, address, identity card, passport or legal equivalents), signature etc. The Bank will automatically block client's account /s without any notification required or any other formality.

6.29.3. In case the Client records arrears in the payment of the account/package administration fee for 3 (three) months, the Bank will block the debit transactions (no payment operations from the account/s will be allowed) for all the current accounts of the Customer, including the Debit Card, until the first credit operation of the account is performed and the payment in full of the reactivation fee defined in the List of Standard Costs.

7. INTERNET BANKING SERVICE

7.1. Internet Banking use conditions

7.1.1. The Bank provides the I-B@nk computer serrvice, upon request of Customer, service which enables the user to perform banking operations on its current accounts opened with the Bank via the Internet.

7.1.2. Bank transactions will be made only in accordance with the operating documentation drawn up by the Bank and functions existing in the application (forms specific to I-B@nk service).

7.1.3. The procedure to connect to the Internet is subject to the rules governing the use of services in general and telecommunications in particular.

7.1.4. The operations are initiated directly by the Client via the I-B@nk application provided by the bank on the Internet, User's access to the Internet Banking service being done by accessing the specific option on thw website of the bank, www.intesasanpaolo.ro.

7.1.5. The products and services available via I-B@nk service can be found in the application menu as described in the User Manual of I-B@nk service, available to users within the I-B@nk application. For certain types of operations, the Bank requires cut off times to enter and authorize operations in the system, in compliance with such set out in the LSC.

7.1.6. In order to perform operations via I-B@nk Service, the Bank provides the client with an access device called Token.

7.1.7. The bank may decide to change the Token, the Client submitting to the bank the old device and receiving a new one.

7.1.8. The customer shall appear at the Bank for a new token device, free of charges, in case of damage due to normal use or its malfunction. If the Customer forgets the PIN of the token, it will contact the bank by phone

to obtain a new PIN.

7.1.9. Depending on Client's decision expressed in the documents made available to it by the Bank, the User of the I-B@nk service may be:

7.1.9.1. Inputer - person entitled to input / view / modify / delete electronic transactions;

7.1.9.2. Authorizer - person entitled to authorize electronic transactions. The "authorizer" includes the "Inputer" so that the user can enter transactions, but will not be able to authorize its own operations;

7.1.9.3. Inputer & authorizer - similar to "authorizer", but the user will be entitled to authorize its own operations.

7.1.10. All users of the I-B@nk service should be authorized persons on the account.

7.1.11. Authorization of electronic transactions using digital signature (DS) is equivalent to the signature by a representative of a document ordering the Bank to perform an operation (eg, authorized signature on a payment order).

7.1.12. Filling in the required fields on the I-B@nk screens, followed by transaction authorization using digital signature (DS) is equivalent to completing and signing specific forms at the offices of the Bank. Forms filed in by I-B@nk application have the same legal value as paper forms available in offices of the Bank.

7.1.13. The user can not cancel operations from the I-B@nk service after their authorization.

7.1.14. Transactions entered by the user and unauthorized by such will not be processed by the Bank.

7.1.15. No provision of this GBC cannot be interpreted in such a way that the Bank is liable for using the I-B@nk service by another person other than the holder / authorized person.

7.1.16. For using I-B@nk, the Bank provides technical support provided daily, 24/7, TelVerde 0800.800.888.

7.1.17. The exchange rate to which foreign exchange transactions will be made is the exchange rate used by the Bank, accessible directly from the I-B@nk application. By arranging to perform these types of operations via I-B@nk Service, the User agrees to the exchange rates displayed by the I-B@nk Service.

7.1.18. By using the I-B@nk service potential risks not attributable to the Bank may result, such as the risk of online fraud and "phishing" or risks related to connecting to the Internet (eg risk of viruses, hackers, etc.).

7.1.19. The Bank shall not require confidential information via e-mail or phone under any circumstances (information on user, password etc.) and the information such as password and PIN should not be disclosed for any reason to anyone, not even to the Bank.

7.1.20. The Bank shall not be held liable for damages caused to the Client as a result of attempts to steal personal data or internet fraud which may include:

7.1.20.1. transmission of electronic messages to email users requesting personal banking identification data;

7.1.20.2. receipt by Client of messages, e-mails etc. that appear to come from the bank and requesting to access a site with identical design / similar to the Bank for the purpose of filling in confidential personal data (eg username and password).

7.1.20.3. If the client receives such messages he will contact the bank immediately.

7.1.20.4. At the end of a working day for transactions with that execution date, by accessing the specific report from I-B@nk application and by the notifications sent by the Bank through the Messaging Module of I-B@nk Application, the customer will be informed of any refusals to perform an operation instruction via I-B@nk service.

7.2. Costs and fees related to Internet Banking service

7.2.1. In order to obtain the security token device, the Customer shall submit to the Bank a security whose amount is specified in the LSC.

7.2.2. In case of loss or damage of the Token device by the Client, the latter will require a new device to the Bank Customer, incurring costs specified in LSC.

7.2.3. If the client wishes to terminate contractual relations with the Bank, he will return the device and the security shall be reimbursed (where appropriate). If the device has been lost or destroyed, as appropriate, the security will be withheld if such security has been submitted to the Bank or if such devices has been provided for free, the the Customer shall bear the costs specified in the LSC.

7.2.4. For administration of the I-B@nk service and for each transaction made by Customer via I-B@nk service, it owes to the bank fees according to the LSC valid at the time of performing the operation.

8. DEBIT CARDS

8.1. Use conditions of debit cards

8.1.1. Maestro / Visa Electron Debit card (hereinafter the "Card") is intended for resident or non-resident individuals and it is issued attached to an account in lei or Euros, being able to be used both nationally and internationally.

8.1.2. The card may only be used personally by the holder, being nominal and non-transferable.

8.1.3. The Card becomes operational / active within maximum 1 (one) business day from the time of its receipt and the related PIN by the rightful owner, and can be used until the last day of the month printed on it (VALID THRU).

8.1.4. The card can be used in electronic media only at terminals that display the Maestro / Visa Electron logo, as follows:

8.1.4.1. POS for payment of goods and services provided by traders;

8.1.4.2. POS for cash withdrawals from bank territorial units;

8.1.4.3. ATM to withdraw cash, transfer funds or other banking operations;
8.1.4.4. Internet (on-line) to pay for goods and services provided by Internet retailers. In order to use the card online, the card holder will request to the Bank the token required to perform transactions in the virtual environment. The Bank recommends the use of the card on the internet especially with online traders displaying the MasterCard 3D Secure / Verified by Visa logos;
8.1.4.5. mail order / telephone order transaction types (MO / TO).
8.1.5. Payments and cash withdrawals using the card can only be performed within the limits of the cash available in main Card Holder's accounts.
8.1.6. Authorization and processing of operations performed by Card are performed:
8.1.6.1. On-line - in real time, the current account being blocked by the amount of the transaction; the cardholder is verified at the time of the online transaction by PIN and / or signature;
8.1.6.2. Off-line - transactions with limited amounts without obtaining direct electronic authorization from the issuing bank and sending that transaction directly for settlement, without the initial blocking of transacted amounts.
8.1.7. In both cases, actual debiting of the amount from the Account of the Holder is performed as follows:
8.1.7.1. For LEI accounts, transactions in Romania (LEI) will be debited from the current account on which the card was issued by the amount if Lei of operations performed;
8.1.7.2. For accounts in EURO, transactions performed in Romania (LEI) will be debited from the current account for which the card was issued in account currency, the Bank performing currency conversions at the exchange rate on the day the transaction arrives for settlement according to the List of Standard Costs of the Bank;
8.1.7.3. The amount blocked at the time of authorizing the card transaction has a maximum period of 180 days for settlement under MasterCard / VISA international rules. The blocked amount will be automatically unblocked after a period of 35 days;
8.1.7.4. International transactions will be recorded on the current account for which the card was issued in the currency of such account. If the account currency is different from the currency of settlement with MasterCard / VISA (EURO), the value of transactions cleared and settled by the International Organization MasterCard / VISA and related fees will be converted at the exchange rate set in the list of Standard Costs of the Bank on the day of settling the transaction. If the transaction currency differs from the currency of settlement with MasterCard / VISA (EURO), the International Organization MasterCard / VISA will convert the transaction to euro at the exchange rate used on the settlement day;
8.1.7.5. The exchange rates used by the international payment organizations can be found on websites provided by them. Links to these sites can be found on the Bank's website;
8.1.7.6. The bank will immediately apply changes on the exchange rate set in the List of Standard Costs, without prior notice, in the following cases:
8.1.7.6.1. change is due to fluctuation of the reference exchange rate (NBR exchange rate) used in determining the exchange rate;
8.1.7.6.2. the modification of the exchange rate is more favorable to the customer.
8.1.7.7. the bank will automatically debit the current account for which the card was issued to the main cardholder by the amount of card transactions, as well as fees and costs charged by the bank for using the card, being empowered to do so under this contract;
8.1.7.8. Consent of the main /additional cardholder for performing a card transaction is expressed by entering the PIN code. The main /additional cardholder cannot withdraw its consent after it has been given;
8.1.8. The time of receipt of the payment instruction initiated by card is the time when the payment instruction is received by the Bank for settlement. If the receipt does not fall on a working day for the Bank, the payment instruction initiated by card shall be deemed received on the following business day.
8.1.9. During the course of the contractual relationship with the Bank under the framework contract and implicitly under these GBC, the expiration date of the additional card may differ from the main card expiration date. If the expiration date of the additional card (date inscribed on the Card) is subsequent to the date of expiry of the main card, the additional card shall become invalid on the date of termination, for any reasons, of the validity of these GBC, upon Account Holder's decision or expiry date of the card if extension was not requested;
8.1.10. The current account that is attached to the card will be supplied by:
8.1.10.1. cash deposit at any Bank territorial units or terminal, terminal having the "cash-in" option;
8.1.10.2. bank transfer – specifying the IBAN of the current account to which the card is attached.
8.1.11. In order to perform a cash release operation or a card payment, the main / additional card holder:
8.1.11.1. shall verify the information on the receipt issued by the POS, subsequently signing the receipt (if this is required by the POS) with the same signature as the one on the back of the Card, the signature representing, together with the PIN, the express consent of the main/ additional Card Holder to perform the transaction;
8.1.11.2. will get / remove the card within the time assigned to the terminal (ATM) to prevent its capturing by the ATM.
8.1.12. The card issued by the Bank under the framework contract is valid for a period of 4 (four) years with the possibility of automatic extension by the Bank for equal periods, if the holder complies with all the clauses of the framework contract. To this end, the Bank engages to notify the client in writing at least 60 days before the card expiry date, requesting the customer to express in writing the option of extending / not extending the validity of the card. The Bank will automatically renew the card at the expiration date of the contract,

also charging the renewal fee specified in the list of Standard costs of the Bank, except for the situation in which the cardholder notifies the bank in writing at least 30 calendar days prior to its expiry date, with regard to its intention to cancel the card. In this situation, the framework contract will terminate on expiry of the contractual term, date on which all amounts due to the Bank under the framework contract become due and payable.

In case of extension, a new card will be issued, the provisions of the Framework Agreement applying to the new card. The card will not be renewed if one of the cases in which the Bank is entitled to unilaterally terminate the framework contract occurs.

8.1.13. The Main / additional Card Holder has permanent access to Call Center 0800800888/ InfoCard number 0040372712194, operational 24/7, in order to request, based on password or personal identification data, card blocking in case of loss / theft or damage and to acquire information related to its card / account.

8.2. **Features of the contactless technology and transactions**

8.2.1. With the help of contactless technology via Visa Inspire card, contactless transactions may be performed at merchants accepting Visa Electron logo and which have installed contactless POS technology.

8.2.2. Contactless transactions will be carried out without having to enter your PIN and signing the receipt, the receipt is issued optionally, depending on POS settings.

8.2.3. The Maximum amount of a contactless transaction is 50 (fifty) lei and the maximum amount of cumulated consecutive contactless transactions is 100 lei (national limit imposed by international organizations VISA / Mastercard). If the transaction / transactions fail/s not meet the above conditions, entering the PIN will be obligatory.

8.3. **Features of the 3D-Secure standard**

8.3.1. 3D-Secure service can only be used in electronic media by connecting to the Internet. The Bank gives the Card Holder the facility to make payments in the virtual environment (e-commerce) that can only be accessed by Token.

8.3.2. Mastercard 3D Secure / Verified by Visa Service provided by the Bank provides the Card Holder with a security standard of e-commerce transactions incorporating the latest technologies in this field, thus reducing the chances of fraud on the Internet, by using the 3 D Secure standard.

8.3.3. Enabling the 3D-Secure service requires to access the dedicated page existing on bank's website and to register the for Mastercard 3D Secure or Verified by Visa service, depending on the card product owned, by providing online data of the Card Holder to be subsequently used to confirm identity when making e-commerce transactions, having the possibility to customize a welcome message that appears at the time of performing transactions in the virtual environment. The welcome message will be displayed on the authentication screen of MasterCard SecureCode ™ or Verified by Visa, thus attesting the authenticity of the Customer and direct communication with the card issuer.

8.3.4. If the transaction is carried out at a dealer who is not enrolled in the 3D-Secure program and does not display the appropriate logo, the Bank does not take any liability for the security of such transaction, any potential losses being borne by the Client.

8.3.5. Payment transactions that can be performed by using the Card and the 3D-Secure service may be carried out from the accounts of the Main Card Holder, only within the limit of the cash available and up yo the credit limit granted by the Bank.

8.3.6. the main / additional cardholder is verified at the time of the transaction time based on the card number, PIN, card expiration date, CVC2 code and unique Secure Code for authorization and processing operations.

8.3.7. The Bank will provide the Card Holder Mastercard 3D Secure / Verified by Visa service which gives him the opportunity to perform e-commerce transactions in strict security in accordance with the Framework Agreement.

8.3.8. For using MasterCard 3D-Secure / Verified by Visa service, the client owes fees and charges associated with the service mentioned in the LSC.

8.3.9. the Bank and MasterCard / Visa reserve the right to modify, improve or discontinue this service without prior notice to Customer.

8.3.10. The personal data provided during enrollment will not be disclosed to traders on the Internet under any circumstance.

8.3.11. Substitution of another person or entity using MasterCard 3D-Secure / Verified by Visa service is strictly prohibited.

8.3.12. The customer is directly responsible for maintaining the confidentiality of the password and identification data and implicitly, for e-commerce transactions performed by accessing Mastercard 3D Secure / Verified by Visa service.

8.3.13. The Bank is not liable for transactions validly performed (for which a valid authorization code was provided) later disputed by the Client.

8.3.14. Up to the time of notification of the Bank by the Customer, the former is not liable for the operations performed by fraudulent use of identification and security elements (including Token).

8.3.15. In case of loss / theft of the Token or other circumstances that make it necessary to replace the device, other than those determined by the Bank, the Customer shall bear the Token value according to LSC. Also, when the Card is no longer used, whatever the cause, the Customer is obliged to return the Token to the Bank or to indemnify the Bank to the amount specified in the LSC.

8.4. **Disputing card transactions**

8.4.1. If the main/additional card holder identifies unauthorized or incorrectly executed transactions on the card account, it may require the Bank, by filling in a written appeal, to initiate the payment denial as soon as possible but no later 13 (thirteen) months from the date of debiting the transaction.

8.4.2. The payment denial will be processed by the Bank only pursuant to the payment denial notification which disputes the validity of a transaction made with the card, as shown in the statement. The payment denial of a card operation may be initiated in general, in the following situations:

8.4.2.1. Technical errors related to Card processing and settlement

8.4.2.2. ATM did not release the required cash;

8.4.2.3. Main / additional Card Holder claims that has not been agreed and / or has not participated in the operation;

8.4.2.4. lack of identification elements of the main/ Additional Card Holder or of the Card, if it cannot be identified or confirmed that a valid card or the cardholder or both were present at the time of issuing the receipt related to an operation by an accepting trader;

8.4.2.5. accepting trader's failure to comply with the authorization procedure of the card operation.

8.4.3. The Bank will review the complaint and inform the holder of the stage and / or the manner of resolving the complaint within a period of 50 calendar days from the date of initiation of the refusal of payment, in accordance with legal provisions and regulations of international payment organizations with MasterCard / Visa. In order to settle the complaint, the Bank may request additional documents to the cardholder, the latter having the obligation to provide them within a maximum of 3 (three) working days from the date the bank made the request. If the cardholder does not provide the requested documents to the Bank, the Bank reserves the right to deny the appeal.

8.4.4. The Bank will credit the main cardholder's account with the amount of the non-executed executed or inappropriately executed transaction, transaction related fees and interest for the period between the time of non-executed executed or inappropriately executed transaction and the time of recovery of account holder's position corresponding to the situation prior to the the moment the failure / improper execution of the transaction immediately following the favorable resolution of the appeal.

8.4.5. Responses to complaints that fail to have an object or that have not been favorably resolved shall be sent by the Bank to the Card Holder accompanied by evidence proving that the transaction has been completed (electronic journal of the ATM or POS receipt signed by the cardholder). The current account of the Card Holder will automatically debit unjustified payment refusal fee provided by the LSC.

8.4.6. In case of payment denials arrived for settlement, initiated by transactions from terminals of other banks, if the specific refusal enables other remedy decisions of the other bank, the card holder will be immediately informed about the measures to be taken in this respect and possible deadlines to close the case.

8.5. **Card related fees and interests**

8.5.1. The Bank has the right to charge the Card Holder costs, fees, interests, penalties provided by the LSC for issuing, managing, reissuing and renewal of the Card, current operations, other services (unjustified initiation of payment denial), cash release in case of emergency or emergency card release etc.

8.5.2. The costs, fees, penalties and interests charged by the Bank related to card transactions which the holder is obliged to pay are set out in the LSC.

8.5.3. Costs payable periodically by the Card Holder for payment services will be paid proportionally to the period preceding the termination of the contractual relationship with the Bank. If the costs were paid in advance, they will be reimbursed proportionally.

9. GRANTING BENEFITS MY SALARY/MY PENSION PACKAGE

9.1. **General provisions**

9.1.1. Depending on the offer of the Bank, upon request of the Customer, it may decide to purchase my salary / my pension products and services packages containing certain benefits, so the final price paid for the goods and services included in these packages is lower than the fees charged for each product and service.

9.1.2. My salary package is aimed for individuals who are employed/collaborators of at least one institution with which the Bank has entered into a money transfer contract on the date of purchase of the package and which collects the money in bank accounts held with the bank or submit a request no later than the day of purchasing this package.

9.1.3. My pension package addresses individuals who are retired under the provisions of existing legislation and collect money in bank accounts held with the bank or submit a request no later than the day of purchasing this package.

9.1.4. The Customer, as employee / collaborator / retired person, who has applied for benefits package my salary / my pension, understands that these will be associated with the products and services included in the package, only during the period in which they receive the money in the current account opened with the Bank; if not, the Bank is entitled to charge fees on the accounts in compliance with the List of Standard Costs of the Bank, starting with the second month of failure to collect the money.

9.1.5. The facilities granted in my salary package / my pension package are subject to opening a current account in lei, by purchasing a debit card and accessing the collection service in account opened with the Bank (products and services mandatory for purchasing the Package).

9.2. **Specific rights and obligations of the bank**

9.2.1. The Bank is bound to pay to the Client my salary / my pension package benefits in compliance with the Framework Contract and other agreements signed by the Customer with the Bank, but also under the conditions of a valid agreement for money payment signed by the institution where the Client is employed / collaborator and the Bank / the capacity of retired person under the provisions of existing legislation.

9.3. **Specific rights and obligations of the customer**

9.3.1. In order to benefit from the facilities provided under my salary package, the institution where the customer is employed / collaborator must have concluded a pending agreement to transfer the money, according to bank's procedures in force and the customer collects the cash or submitted the request to collect the money in the accounts held at the bank, no later than the date of accessing the package.

9.3.2. In order to benefit from the facilities granted under my pension package, the customer must prove by supporting documents that it is a retired person, according to the law and that it collects the cash or submitted the request to collect the money in the accounts held at the bank, no later than the date of accessing the package. The person may prove that he/she is retired pursuant to one of the following documents:

9.3.2.1. final retirement decision;

9.3.2.2. latest pension slip;

9.3.2.3. the request to collect the pension in the account opened with the Bank.

9.3.3. The customer may choose to waive, suspend or not to benefit from the products and services obligatory for purchasing my salary / my pension package if he wishes to benefit from the facilities provided therein.

9.3.4. The Customer undertakes to notify the Bank in writing of any change regarding the loss of the working place / capacity of collaborator of the institution with which the Bank has concluded a money transfer agreement / retired person, within maximum five (5) days of the occurrence of change.

9.4. **Termination of benefits from MY SALARY/MY PENSION package**

9.4.1. Benefits associated with my salary / my pension package cease in any of the following situations:

9.4.1.1. upon customer's initiative, expressed in writing, to waive: My salary / my pension package benefits, current account, debit card associated with package or the money collection service in the account;

9.4.1.2. upon customer's initiative, if it expressly asks the transformation of benefits associated to the package by choosing another package of products and services that cannot coexist or if the client requests to be subject to standard conditions relating to the products from which it benefits in compliance with the List of Standard Costs of the Bank;

9.4.1.3. if the client fails to collect for two consecutive months its financial rights in the bank account, in which case the Client will be applied the standard fees for products from which it benefits in compliance with the List of Standard Costs of the Bank, starting with the second month in which it fails to collect the money in the accounts opened with the bank;

9.4.1.4. if one of the special causes for the termination of any of the other products or services obligatory to access my salary / my pension package occurs, in which case standard conditions relating to products from which it benefits shall be applied to the customer, in compliance with the List of Standard Costs of the Bank;

9.4.1.5. in the case of my salary package at the initiative of the Bank or of the Institution where the customer is employed/collaborator to terminate the money transfer contract, without notice to the Customer in this regard, the institution being bound to notify the employee / collaborator in this respect, the Customer agreeing with the Bank's right to apply standard terms related to products from which it benefits in compliance with the List of Standard Costs of the Bank, starting with the second month o failure to collect the financial rights;

9.4.1.6. When the client is no longer employed / employee of the institution with which the Bank has entered into a money transfer agreement, in compliance with legal provisions in force, situation communicated in writing to the Bank by the Customer or by the Institution.

9.4.2. The bank will no longer grant of the benefit related to my salary / my pension package, all fees and interest will be calculated in compliance with the List of Standard Costs of the Bank effective on the date of receiving a notification from the customer or in any of the cases of termination of package benefits unless the client chooses another package of products / services.

10. SAVINGS PRODUCTS –GENERAL CHARACTERISTICS

10.1. The Bank may set up term deposits and other savings products aimed at depositing funds for certain periods of time, funds from the Client's current account or other accounts opened on behalf of the Client.

10.2. The Bank is the credit institution participating in the Deposit Guarantee Fund in the Banking System. The amounts deposited in the bank accounts opened with the bank are guaranteed by the Deposit Guarantee Fund in the Banking System as provided by the legislation in the field of deposit guarantee in the banking system. Under these GBC, the Account Holder confirms that he has been informed of the legal provisions relating to the terms and conditions for deposit guarantee by the Deposit Guarantee Fund in the Banking System.

10.3. Customer deposits in a special relationship with the Bank are subject to statutory regulations.

10.4. The Bank shall notify Customer by posting on the premises of its territorial units, the list of non-guaranteed deposits, information on deposit guarantees, depositors obligations, coverage levels, and information on the calculation, payment and collection of compensations.

10.5. In compliance with its business policy, the Bank reserves the right to determine the conditions, the minimum and / or maximum amounts and / or periods of setting up savings products.

10.6. Savings products will be set up based on specific documents concluded between the Bank and the Customer, which shall regulate the following, without limitation to such: the currency, amount, interest rate and period of savings products. During the period of the term deposit, the Client waives its rights to dispose of the funds constituted as deposit, unless otherwise agreed with the Bank.

10.7. Term deposits are savings products opened on behalf of the client for a determined period, requested by such. The customer may opt for a fixed rate deposit product or with a variable interest rate depending on the characteristics of the products offered by the Bank.

10.8. Term deposits may be set up with or without automatic renewal. Automatic renewal of term deposits implies that, upon expiration of the period for which the deposit was previously set up, the Bank shall automatically renew the deposit by setting up a new deposit for a period of time similar to the previous deposit. Each new term deposit that is set up under automatic renewal will be equal to the amount of the previous deposit (initially deposited amount plus any capitalized interest paid, depending on customer's option). If the automatic renewal of the term deposit was agreed, it will be made by the Bank under the terms comprised in these GBC and of the specific form signed by the Customer, until a written request is received from the customer, stating otherwise.

10.9. For each type of savings product, the Bank capitalizes the interest, varying depending on the type, period of deposit and the currency in which it was set up. In case of automatic renewal of term deposits, the annual interest rate related to such shall be updated for each new deposit period with the annual interest rate applied by the bank at the time automatic renewal for that type of deposit. The client can find the annual interest rate applied by the bank for the automatically renewed deposit by consulting the official website of the Bank at its territorial units or by calling the call center service to TelVerde 0800 800 888.

10.10. Term deposits can be set up with or without interest capitalization. Except for deposits with interest capitalization, for the other types of term deposits, the amounts resulted from accrued interests will be transferred (diminished by the taxes and costs applicable under the law) in the current account of the Client opened at the Bank, account is mentioned in the specific form.

10.11. Under these GBC and the specific forms signed by the Client with the Bank, persons authorized to dispose of the funds in Client's current account opened with the Bank shall be empowered to dispose also of the funds constituted as deposit / savings products unless the Customer provides otherwise by relevant documents submitted to the Bank.

10.12. Each savings product set up via I-B@nk service is assigned a unique reference listed in line with each product, both in the account statement and each display of the deposit on I-B@nk screens. For the establishment of savings products via I-B@nk service, the client fill in the application the request and authorizes the transaction.

10.13. If the client wishes to liquidate a savings product via the Internet Banking application, it will fill in the application a request and will authorize the transaction. The liquidation operation of the saving product thus authorized will result in the transfer of balances of that deposit to the current account of the Client.

10.14. If the customer meets the conditions to set up/liquidate the savings product, the request will be automatically implemented by the end of that business day, observing cut-off times specified in LSC or the business day following the request, if the request of the customer has been authorized on a non-business day or outside the cut-off times. If the client does not meet the conditions to set up/liquidate the savings product, the request will not be processed, the Customer being informed via a notification message with regard to the reason of failure to process the transaction, message sent via I-B@nk application.

11. GUARANTEE

11.1. The customer is bound to maintain, protect and insure any assets or other rights that have been set as collateral in favor of the Bank.

11.2. The Customer shall not transfer or encumber in favor of third parties the set up collaterals, without the written consent of the Bank in this respect.

11.3. The Client will provide the Bank all the necessary documents to ensure validity, administration, use, release and capitalization of the collateral (eg copies of public records, insurance, etc.), bearing all expenses in this regard. If the customer fails to meet these obligations, the Bank is entitled to procure those documents at customer's expense. If the client fails to pay these amounts, the Bank may act against it declaring all amounts owed due and payable, starting the legal proceedings to recover the amounts in question.

11.4. The Bank is expressly authorized that, if the Customer fails to meet the guaranteed obligations, to execute the securities for the proper recovery of its claims in relation to the Client, the execution being decided by the Bank, in compliance with applicable law, the Bank being entitled to choose the order of execution. This right of the Bank is irrevocable and it extends throughout the entire period of business relationship between the bank and the customer, and even after its termination, in case of default of the Client to fully meet its obligations the Bank.

12. INTERESTS AND FEES RELATED TO BANK OPERATIONS. GENERAL PROVISIONS

12.1. The Customer shall pay the Bank all costs related to its banking operations and all associated expenses (eg charges, taxes, etc.). The Bank charges fees, costs and / or expenses provided by the LSC.

12.2. The Bank will capitalize the interest related to the type of current account held by the Client. The interest shall be calculated on the account balance at the end of each day and shall be paid into the current account of the Customer on the first working day of the following month. The Bank reserves the right to change the interest rates, fees, charges and / or expenses depending on market movements, its trade policy and / or specific conditions of the transaction, in compliance with legal and contractual provisions.

12.3. Under these GBC, the Customer expressly authorizes the Bank to automatically debit its accounts and without notice by any amounts required to cover (i) execution expenses, insurance premiums and other costs incurred by the Bank in connection with these GBC, regardless of title; (ii) outstanding fees; (iii) overdue interest / penalty; (iv) the outstanding principal; (v) current fees; (vi) current interest; (vii) current principal, which will be withheld with the priority from available accounts (in lei and / or foreign currencies) of the Client, as they were established by the contracts signed between the parties. In the event of several similar payment obligations, the amounts paid / collected by the Bank, will be charged by the bank in the order decided by such.

12.4. The List of Standard Costs of the Bank is available for consultation also at the territorial units of the Bank and it includes only fees, costs and / or charges related to the direct contractual relationship with the customer, not including any expenses generated by customer's relationship with third parties. These costs mentioned in the LSC are related / accessory to the account held by the Customer with the Bank and shall be borne by the Customer depending on the type of product and service package / current account from which it benefits.

12.5. If individual customers (consumers as defined by consumer protection legislation), the Bank will change the costs included in the LSC, provided that a written notification is given at least two months prior to the entry into force of the amendments. In such a case, unless the Bank receives written notice from the Customer prior to the date set for the implementation of changes that it expressly states that it agrees with the modification of costs, it is considered that the client tacitly accepted the new contractual terms. If the client notifies the Bank in writing prior to the date set for the implementation of changes, on the fact that it does not agree with the proposed changes, the Customer has the option to unilaterally terminate the framework contract concluded with the Bank, otherwise the Bank will rightfully apply the new contractual changes or may immediately terminate the Framework Agreement signed with the Client, without notice.

12.6. If the Bank uses services of third parties at the expense of the Customer, the Bank shall communicate to the Client all documents certifying that expense, the latter being bound to fully pay such expense.

12.7. The Customer shall also bear, other incidental expenses incurred by the Bank arising from the business relationship with the Customer, including, but not limited to notary costs, insurance costs, translation costs, mailing costs and fees charged by telecommunications operators, unless otherwise stated in the documents signed between the Client and the Bank. The Customer expressly authorizes the Bank to debit its account with all such costs and expenses.

12.8. Payment by the Customer of any amount due to the Bank will be net of any tax, duty, withholding tax or deduction of any kind, present or future.

12.9. The Bank may pay to the Customer the interest on funds are available in its account / s, according to valid interest rates and depending on the package of goods and services / type of account held by the Customer. The customer has the opportunity to learn about the interest rate that is paid on amounts held in its current account or savings account products, at the territorial units of the Bank, by calling TelVerde 0800 800 888 Call Center or by consulting the official website of the Bank.

12.10. The Bank may change the interest rate (without requiring the prior approval of the Client) at any time, depending on market movements, its trade policy and / or specific conditions of transactions.

12.11. The Bank will capitalize with interest the savings products set up by the Client, being able to capitalize by a certain percentage of interest (reviewable at any time) the available cash held at sight. The interest paid by the Bank shall be calculated using the formula:

Interest = Capital x [(IR x ND)/365], where:

Capital – the amount deposited on the calculation time span corresponding to ND;

IR – annual interest rate expressed as percentage (%);

ND – the number of calendar deposit days for which interests is calculated;

Interest calculation basis – Actual/365.

12.12. Accrued interest on the account / s of the Client is subject to withholding tax, unless the law provides otherwise. The Bank will calculate and deduct the appropriate amounts in accordance with applicable legal provisions on taxes as well as with international provisions, where applicable. In this regard, the Customer is obliged to submit to the Bank a confirmation of his tax residence.

12.13. If the customer exceeds the available cash existent in its accounts by the operations he performs, thus entering unauthorized overdraft, the Bank is entitled to charge interest (from the date of registration of the unauthorized overdraft until its due date) and penalty interest (from the due date until the date of actual reimbursement by the Customer of outstanding unauthorized overdraft). Unauthorized overdraft due date is considered to be the last calendar day of the month following the month in which the unauthorized overdraft has been recorded. Interest on unauthorized overdraft and penalty interest are fixed interests. Percentage of interest and the percentage of penalty interest for failure to pay on due dates the amounts due as a result of unauthorized overdrafts are provided in the LSC. The customer agrees that the amounts due as a result

of unauthorized overdraft should be considered as loan granted by the Bank, this document being an enforceable title for the purpose of recovering these amounts by the Bank. Failure to pay the amounts due to the Bank incurs the notification of the credit bureau and / or Credit Risk Central Office and / or other existing similar structures, in compliance with the legal provisions in force.

12.14. Except as otherwise provided in separate agreements, when calculating the interests and fees a 365 days a year will be taken into account as the basis.

12.15. Interests are calculated using the following calculation formula:

12.15.1. *Unauthorized overdraft interest = the amount of the unauthorized overdraft * unauthorized overdraft interest percentage * number of days of unauthorized overdraft/365;*

12.15.2. *Penalty interest = outstanding amount * penalty interest percentage * number of outstanding days/360.*

12.16. Owed interest is calculated as follows (depending on the type of interest):

12.16.1. On a daily basis to the amount of the unauthorized overdraft;

12.16.2. On a daily basis to the outstanding amounts and it is collected directly, without any notification of the client or other formality, the client giving its consent in this regard.

12.17. Within the limits and in compliance with legal provisions, the Bank will retain any amounts from Customer's accounts or any amounts to be received in its accounts up to the total due and not paid amount, regardless of the currency in which the debts and / or amounts withheld are expressed, by applying the exchange rate used by the Bank from the day of that transaction. In the event that any such account currency is different from the currency of the obligations, the Bank is expressly authorized by the Client to perform currency conversion on the exchange rate used by the Bank (the Bank may convert the currency in the currency in which the obligation of that account is denominated), of the amount in the currency of such obligations, as well as to debit the account by the cost of related conversion.

13. RIGHTS AND OBLIGATIONS OF THE BANK

13.1. General provisions

13.1.1. The rights of the Bank listed in these GBC are not limited, they are supplemented by related deeds and the legislation in force.

13.1.2. The Bank's failure to exert any right provided throughout these GBC or by the legislation in force or its delayed exercise cannot be considered as a waiver of such right of the bank.

13.1.3. The Bank is entitled to assign or transfer in any manner any and all its rights and / or obligations arising from the contract concluded with the Customer to any other person, notifying the client about such operation. The Bank may disclose to any assignee any information on the Client or the contract concluded with the customer.

13.1.4. The Bank expressly reserves the right to deny / cancel any collection / payment of the Client, in case of any suspected violation of national, international or group regulations which the Bank is obliged to comply with, on the restrictions / sanctions applied to certain countries, entities and persons or if the client runs a transaction with a counterparty considered by the bank as belonging to countries / entities 'displaying risk' (such as countries subject to embargoes, countries deemed insufficiently cooperative in terms the fight against terrorism and money laundering prevention, countries sanctioned for human rights violations, etc.) or on which there is a suspicion that it would be included on the international list of persons subject to sanctions, bank not being held liable for any damages suffered by the Customer under these circumstances.

13.1.5. In accordance with applicable international regulations in force related to the information on the payer, which must accompany fund transfers, if this information is not complete, the Bank reserves the right to suspend crediting the beneficiary's account (the final recipient of transferred funds) until complete information is obtained and the right to return the funds if complete information is not obtained within 5 (five) banking days from the date of such request by the Bank. Complete information on the payer for transfers of funds where the payment service provider of the payer is situated outside the European Community / European Union, consist of name, address and account number thereof. Address of the payer may be replaced with the date and place of birth, identification number of the customer or national identity number. Without the account number of the payer, the payment service provider of such replaces it with a unique identifier to track the transaction to the payer. In what regards transfers of funds for which both the payer's payment service provider, as well as the payment service provider of the payee are located in the European Community / European Union, they must be accompanied only by the account number of the payer or a unique identifier to track the transaction to the payer. In any of the situations described above, the Bank shall not be held responsible for any damages of any kind which the beneficiary of the fund transfer could suffer due to a delay in crediting the account or returning the funds.

13.1.6. The Bank is expressly authorized to carry out verifications, to request and obtain any information about the Customer / persons authorized to conduct business under these GBC, from any competent authority, public record, archive, electronic database or body authorized to hold such information.

13.1.7. If the Bank has any doubt about the fact that the accounts of the Client are subject to illicit / suspicious activities, the Bank has the right to refuse to execute any transactions from customers' accounts without being required to justify on the reasons for refusing the execution of this service without being liable to pay

any damages incurred as a result of the exercise of this right.

13.1.8. The Bank has the right to verify that the conditions for opening current account / activation of services requested by Client are complied with.

13.1.9. The Bank is entitled to request (at Customer's expense) information, documents, materials and any other records related to the Client, required for reporting, conducting its operations and verification of information provided by the client, its management or guarantees granted by the Client etc.

13.1.10. The Bank has the right to deny the performance of any operations in the client's accounts if it has any suspicions with regard to authorized persons on account /s of the client or to the authorization documents submitted, the Bank not being held liable for any damages suffered by the Client.

13.1.11. The Bank shall notify Customer's payment incidents in CIP by a registration application of bank denial, which will include the statement of bank prohibition (if any), sending Customer a notification to that effect that will communicate the interdiction to issue checks for a period of one (1) year from the date of registration of the major check payment incident in CIP.

13.1.12. The Parties agree that the Bank shall send or shall provide the Client on a monthly basis, free of charge, by the current account statement provided in accordance with these GBC, information on references to identify each payment transaction made or received, information on the payer / beneficiary of the payment transaction - if applicable, the amount of the payment transaction in the currency in which it is debited / credited the payments account of the Client, the total price corresponding to the payment transaction and, where applicable, a classification of the amounts included in the total price, the date of account debit / credit.

13.1.13. The Bank undertakes to implement appropriate technical and organizational measures to protect personal data of the Client against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, in particular if such processing involves the transmission of data within a network as well as against all other illegal forms of processing.

13.1.14. The Bank shall send to CIP, upon the request of the customer who lost, which has been stolen or destroyed one or more check, bill of exchange or promissory note forms validly issued on the same working day, a statement in accordance with normative regulations.

13.1.15. Bank will declare in CIP as canceled checks not recovered fully from the Client, if he had the initiative to withdraw from circulation some check forms or if he can no longer use checks.

13.1.16. The Bank shall notify the competent criminal authorities about breaches of the law relating to checks identified in the course of his activity.

13.2. **Rights and obligations related to current accounts**

13.2.1. The Bank may open and manage current accounts or any other account in lei and / or foreign currencies on behalf of its clients in accordance with the regulations in force and only if they agree in writing to comply with the Framework Agreement.

13.2.2. In order for the client to open a current account, the bank my set condition to set up a minimum deposit or to maintain a minimum credit balance untouchable throughout the duration of the current account; This minimum balance is provided in the LSC.

13.2.3. If the Customer shall notify in writing a processing error in accordance with these GBC, the Bank will correct the payment operations executed incorrectly or without authorization, without undue delay.

13.2.4. In case of denial of the execution of a payment order, the Bank shall submit to the Client the denial and, if possible, the reasons of such refusal and the procedure for correcting any factual errors that led to the denial, if this is not prohibited by national or international regulations.

13.3. **Rights and obligations related to current Internet Banking service**

13.3.1. The Bank will inform the user of transactions initiated by displaying their status via I-B@nk service.

13.3.2. The Bank has the right to:

13.3.2.1. conduct investigations in connection with the data entered by the User, in accordance with the legal provisions in force;

13.3.2.2. provide customers access to I-B@nk service without having to explain the reasons that led to the refusal and without entering into correspondence on the subject with the user;

13.3.2.3. refuse to perform an operation by I-B@nk service if it considers that fraudulent transactions were made, without fulfilling any legal formalities / pre-approval;

13.3.2.4. act according to the law to recover damages caused by fraudulent use of the I-B@nk Service.

13.3.2.5. set a daily and a monthly limit on transactions, as a sum of total daily transactions per month, processed or being processed during current month, in order to prevent and reduce fraud. The amount of daily and monthly limit will be specified in the Banking List of Standard Costs - Individuals.

13.3.3. The Bank will make available to the user, after carrying out operations, without undue delay, the following information:

13.3.3.1. reference enabling the user to identify each payment transaction and, where applicable, information on the payee;

13.3.3.2. the amount of the payment transaction in the currency in which the payer's account is debited or the currency used for the payment order;

13.3.3.3. total amount corresponding to the payment transaction and, where applicable, a classification of the amounts included in the total amount or the interest rate borne by the user;

13.3.3.4. exchange rate used;
13.3.3.5. the date of the currency of account debiting or the confirmation date of the payment order.
13.3.4. The Bank has the right to deactivate the I-B@nk service if Client's accounts become inactive or if the current account balance is insufficient to debit the fees related to the service. Closing / disabling of the I-B@nk service will take place on the day following the expiry of a period of three (3) months after debiting the last fee. Reactivation of the Service will be made only upon written request submitted by the user to one of the territorial units of the Bank, only after full payment of outstanding fees associated with the service.
13.3.5. The Bank has the obligation to prevent any use of the I-B@nk service as soon as it was notified (in writing or by telephone) by the User with regard to the loss or theft of the Token device, or unauthorized use of use of the service. The Bank shall not be liable if it proves that it acted according to these GBC or that the instructions were erroneously sent by the user.
13.3.6. The Bank is liable for the amount of the transactions initiated after the announcement by the User of the loss / theft / damage / blocking / compromised, malfunctioning of the Token device or the possibility that a copy thereof exists or if PIN is known by unauthorized persons, provided that the user has not acted in bad faith or fraudulently and / or its malfunction was not deliberately caused by him.
13.3.7. The Bank undertakes to execute transactions / operations requested by the user, based on data submitted by such via I-B@nk and not to disclose the user name, unique identification code, password or any other confidential information to persons other than the User, but according to legal provisions.
13.3.8. The Bank has no obligation with respect to the provision of hardware and software services for the Client.
13.3.9. The Bank is not liable if the user cannot access the I-B@nk service for causes not attributable to it, in this situation the user conducting its relationship with the Bank by conventional means (counter etc.).

13.4. **Card related rights and obligations**

13.4.1. The Bank has is entitled not to re-issue a new Card on the name of the Main / additional Card Holder, as a result of expiration of the card held by such, without having to provide an explanation for the reasons of the refusal to reissue the card.
13.4.2. The Bank has the right to investigate the authenticity of the data filled in the forms / documents submitted by the Customer, and if erroneous / false data are identified, the bank may take the following actions without notifying the main / additional cardholder to this effect:
13.4.2.1. block the card in the authorization system;
13.4.2.2. include (if applicable) the card on the List of Cards to be recovered of international card payment organizations;
13.4.2.3. to register the situation in the Register of frauds and fraudulent claims of card issue.
13.4.3. In the event of suspected fraud and / or fraudulent transactions using the card and / or contractual provisions were violated, the Bank may take the following measures with subsequent notification to this effect of the main / additional Card Holder:
13.4.3.1. Denial to authorize a Card transaction;
13.4.3.2. to cancel and / or block Card access to the current account to which it is attached;
13.4.3.3. refuse Card replacement or issuing of a new one, the main / additional card holder not being relieved of its financial responsibility for the card transactions already performed;
13.4.3.4. require the capturing of cards issued by the Bank.
13.4.4. The Bank may limit the maximum number of card operations performed per day and the maximum amount that can be withdrawn daily or monthly, in order to prevent and reduce fraud. Thus, the following may be limited:
13.4.4.1. the maximum amount of cash withdrawn from ATM / POS;
13.4.4.2. the maximum number of cash withdrawal operations to / from ATM / POS;
13.4.4.3. the maximum number of Internet Card transactions;
13.4.4.4. The maximum amount of card transactions which may be transacted at real or virtual POS on the internet.
13.4.5. The Bank is entitled to set monthly spending limit on the card, which acts as a monthly total of daily limits existing on such card, for both cash withdrawals and transactions.
13.4.6. The standard values of daily limits and monthly limits are specified in the List of Standard Costs of the Bank - Individuals.
13.4.7. The Bank shall not be liable for any limitation of the kind listed above, applied by another acceptant bank.
13.4.8. In order to protect its customers, the Bank may/is entitled to restrict the use of issued cards in countries with high risk of fraudulent transactions. The list of these countries will be available to customers by posting on its website and in its territorial units and it will be regularly updated based on the information received from international card payment organizations.
13.4.8.1. The restriction concerns only transactions in the real environment (cash withdrawals and payments to traders), Internet transactions to traders in those countries not being restricted in any way;
13.4.8.2. Monitoring these transactions will be carried out by Bank staff in the call center, 24 /7;
13.4.8.3. Call Center staff will contact the main card holder to request the confirmation of rejected transactions and will be able to remove the restriction on a particular card, if the main cardholder confirms the authenticity of transactions;
13.4.8.4. If the main card holder wishes to perform transactions in the countries mentioned in the list of countries with high risk of fraudulent transactions, it may request removal of the use restriction on its own card or the

secondary one, by calling the Call Center.

13.4.9. In case the application of enforcement measures on the Customer's accounts (attachment order), the Bank has the right to block the card (main and additional) without informing the Main/ additional Card Holder and without its consent, the Bank acting in accordance with the legal provisions in force.

13.4.10. In the event of any suspected violations of the law on preventing and combating money laundering and terrorist financing or when the main/ additional card holder performs a transaction (collection / payment) with a counterparty considered by the Bank belonging to countries / entities 'with risk' (such as countries subject to embargoes, countries deemed insufficiently cooperative in terms of fight against terrorism, human rights violations sanctioned countries) or on which there is a suspicion that it is included on the list of persons subject to international sanctions (eg EU list, U.S. Treasury, OFAC etc), the Bank does not assume any responsibility for not performing card transactions, being entitled to refuse / cancel any such transaction.

13.4.11. In situations deemed reasonable by the Bank (eg main/ additional Card Holder / companies controlled / managed directly or indirectly by such, threaten the Bank in any way or the group of entities to which it belongs with lawsuit or any other procedures which, in Bank's opinion may harm the prestige, credibility or his image; take legal actions against the Bank or group of entities to which it belongs, expose the bank or group of entities to which it belongs to legal actions by third parties, create damages or losses of any nature to the Bank or group of entities to which it belongs, etc.) The Bank has the right to take the following measures:

13.4.11.1. block / cancel / suspend the use of the Card / Cards;

13.4.11.2. refuse authorization of a card transaction;

13.4.11.3. refuse to issue a new card or replace it, the main / additional card holder not being relieved of financial responsibility for card transactions already performed.

13.4.12. The Bank has the right to initiate the procedure for rejection of a card transaction in the following situations:

13.4.12.1. The operation cannot be identified by the Bank (transaction made with a card issued by another bank and sent to the Bank for settlement etc.);

13.4.12.2. The operation was refused for payment by the main / additional card holder, the latter submitting in this respect to the Bank a standard payment denial form.

13.4.13. The Bank may take the following actions against the main / additional Card Holder who participated in a major number of transactions denied for payment:

13.4.13.1. will reduce the number of card transactions allowed per day or per week;

13.4.13.2. will increase the minimum balance account required to be available in the card account;

13.4.13.3. will suspend the use of the Card by the Main / Additional Card Holder or unilaterally terminate the contractual relationship with such conducted under the framework contract.

13.4.14. The Bank is entitled to act in accordance with the legal provisions concerning the recovery of damages caused by misuse or fraudulent use of cards.

13.4.15. Card Cancellation and closing of accounts attached to it shall be performed by the Bank only if all the amounts due to the Bank by the main Card Holder, regardless of their nature, related to card activities carried out by the main and / or additional card holder have been paid in full.

13.4.16. The Bank is entitled to recover the amounts due and not collected due to lack of available cash in the accounts of the main Card Holder opened with the Bank, in this regard being entitled to take one or more of the following measures:

13.4.16.1. To contact the main Card Holder to amicably resolve a full recovery of the debt;

13.4.16.2. Recording the card code on the List of Prohibited Cards, in case of failure to amicable settle the full recovery of the debt;

13.4.16.3. unilateral termination of the framework contract;

13.4.16.4. Initiation of legal proceedings to recover the amounts owed by the main card holder.

13.4.17. The Bank has the right to enter the card on the List of Prohibited Cards, if they were declared lost or stolen, in writing by the main / additional card holders or if PIN was forgotten by any of them.

13.4.18. The Bank has the right to require to the main / additional card holder to submit a copy of the receipt for payment of the purchase of goods and / or services or cash withdrawal, and any other documents deemed necessary to resolve complaints made by such with regard to erroneous records of certain operations in the statement of account.

13.4.19. The Bank has the right to use (including communicating parties involved in processing) data regarding main / additional Card holders and operations performed by them for a good conduct of transactions, as well as to record committed card frauds in the Card Frauds Register kept by CRC, in compliance with Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

13.4.20. The Bank does not take any liability for failing to honor card transactions by a dealer, financial institution, ATM of another bank or any third party, as a result of events beyond the control of the Bank.

13.4.21. The Bank is not liable to the main / additional Card Holder for delayed debiting of transactions if the delay is caused by factors that cannot be controlled by the Bank (retailers or financial institutions delay with respect to the transmission of transactions for settlement, delays due to issues of national and international communications etc).

13.4.22. The Bank is bound to keep records of card transactions for a period of time in accordance with the

legislation and to provide the main / additional Card Holder upon its express request, records relating to card transactions.

13.4.23. The Bank has an obligation to ensure 24/7 service to authorize card transactions made by the main / additional Card Holder and provide information on how to use the cards upon the request of holders.

13.4.24. The Bank shall not disclose to any other person, apart from the main/ additional Card Holder the PIN and Password of the card.

13.4.25. If the Bank was notified of the loss / theft or damage of a card, it may decide to insert the lost/stolen card on the List of Cards to be recovered List published by international organizations, the main card holder bearing all related costs. The Bank will replace upon request, the card declared in writing by the main/additional card holder as being lost/stolen or damaged, the main card holder bearing the card reissuing fee according to the LSC in force at the time.

13.4.26. The Bank is liable for losses incurred by the Main / Additional Card Holder for card payments made under the following conditions:

13.4.26.1. for failure or improper performance of transactions ordered by Card even if they were initiated by using terminals that are not under the direct or exclusive control of the Bank, unless it is proved that the main/ additional Card Holder acted fraudulently or in bad faith;

13.4.26.2. for the amount of transactions initiated after the announcement of the Bank by the main / additional Card Holder with regard to the loss, theft, destruction, blocking, compromise, malfunctioning of the card or that a copy thereof may exist or PIN / code identification / password is known by unauthorized persons;

13.4.26.3. the amount of transactions unauthorized by the main/additional Card Holder, performed using a fake card or by fraudulent use of the card number without using the security code (password), as well as for any error or irregularity attributed to the Bank in the management of holder's account.

13.4.27. Compensation amount for which the bank is liable will consist of:

13.4.27.1. the amount of the transaction not executed or executed improperly and interests for the period between the failure / improper execution of the transaction and the time recovery of Card Holder's account position corresponding to the situation prior to the time the failure / improper execution of the transaction;

13.4.27.2. The cases of non-execution of transactions provided by law on preventing and combating money laundering and the use of the banking system to finance terrorism are excepted;

13.4.27.3. the amount required to restore the account situation of the Card Holder corresponding to the time prior to the unauthorized transaction by the main / additional Card Holder.

13.4.28. Any other subsequent financial consequences and, in particular, those concerning the extension of damage for which the payment of compensation is borne by the Bank, in accordance with laws applicable to the contractual relationship between the Bank and Main/ Additional Card Holder.

13.4.29. The Bank is liable to the main / additional Card Holder for the lost value and improper execution of its transactions if the loss or improper performance is attributable to a malfunction of the card, device, terminal or any other device authorized to be used by the card holder, provided that evidence is submitted that the malfunctioning was not deliberately caused by the main / additional card holder.

13.4.30. The Bank does not assume any liability for damages produced to the main Card Holder by the additional Card Holder.

13.4.31. The Bank shall ensure that at all times appropriate means are available to enable the cardholder to make notifications on the loss, theft, unauthorized use of a Card or the unauthorized use of such. The Bank will prevent any use of the Card once such notification was made.

13.5. **Liability**

13.5.1. The Bank is liable for providing the confidentiality of all information related to transactions and services provided to the customer, except for any information provided to authorities / institutions / persons legally entitled to access such information.

13.5.2. The Bank cannot be held liable for transactions made by authorized persons, including by card or I-B@nk service, the account holder understanding that by the authorization granted, he assumes full responsibility for transactions conducted on his accounts by authorized persons. The Bank is liable for the amount of transactions unauthorized by the Client, if it turns out that it has not acted in bad faith or fraudulently, as well as for any error or irregularity committed by the Bank in managing customer accounts and only to the extent of actual the loss incurred by the Customer by such transaction.

13.5.3. The Bank is not held responsible for the operations instructed by the Customer which may not be honored from his account due to lack of funds in the account, data entry errors, illegal operations, enforceable provisions of execution bodies / authorities or lack of supporting documents related to the operations instructed to the bank.

13.5.4. In all cases in which the Bank is obliged to verify the authenticity, the correct completion, veracity or validity of the documents submitted by the Customer or by the persons authorized by such or to translate their content in accordance with these GBC or with banking conditions, the Bank shall be liable only for cases of gross default, proven in carrying out these activities. If the Bank is obliged to carry out the previously mentioned operations, in order to execute client's orders, it may contract services from a third party, at customer's expense, the customer expressly agreeing on such matter.

13.5.5. The Bank takes no liability for the form, accuracy, validity, veracity, correct and full completion of documents presented to the Bank, except for situations in which, by separate agreement, such liability is expressly assumed by the bank in writing.

13.5.6. The Bank is not liable for damages suffered by the Client as a result of improper instructions given by settlement instruments, changes of decisions ordered after the submission of documents or other interventions by the Client.

13.5.7. The Bank is not liable for any loss or damage resulting from delays, interruptions, defects in transmission, confusions or any errors arising from the use of mail, telephony, fax, Internet or other means of transmission, transportation or telecommunications, as well as for any loss or damage resulting from errors / interruptions of technical devices ensuring implementation of its services.

13.5.8. The Bank accepts no responsibility for delays in the execution of services caused by submission by the Client of documents in another language than Romanian, without certified translation, translation which Customer is obliged to perform at its expense.

13.5.9. The Bank is not liable for losses caused by the compliance with the legislation in force, including legislation on criminal activities.

13.5.10. The Bank acts in accordance with national and international laws and regulations relating to restrictions / trade sanctions for certain countries, entities and individuals and also restrictions on the export of goods and technology with potential military and civilian applications ("double-use"). Accordingly, the Bank shall not be liable for direct / indirect losses, material / moral damages or delays incurred by customers or third parties arising from not performing Client collections / payments due to compliance with national and international regulations relating to restrictions / sanctions imposed on certain entities and individuals.

13.5.11. The Bank is not liable for and it is not bound to detect and report the forgeries or any other non-compliances of the Client's signature or of the persons authorized by such, of the stamp or a transaction document.

13.5.12. The Bank is not liable for:

13.5.12.1. failure to comply with the GBC by the Customer in the business relationships with the Bank;

13.5.12.2. late payment by the Bank due to Client's failure to supply the accounts opened with the Bank or as a result of submitting the settlement orders or documents in delay or erroneously;

13.5.12.3. the completeness and accuracy of the data made available to the Bank during the credit application, guarantees or other commitments in lei and / or foreign currency or whenever appropriate when based on these data, analyses are made in order to grant a facility;

13.5.12.4. Failure to comply with any obligations assumed by third parties not entitled in this respect, on behalf of the Customer for damages, losses incurred by the Client as a result of communications failed to be performed in due time by third parties.

13.5.13. In all cases, the Bank is not liable for damages of any kind arising in the course of business relationship with the client unless there is a serious default case properly documented.

14. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

14.1. General provisions

14.1.1. At any time during the duration of the contractual relationship, the Customer is entitled to receive, upon request, on paper or on another durable medium, the clauses of the framework contract as well as any other information relating to the Bank, using the services of payment, costs, interest rate, exchange rate, communication etc.

14.1.2. The Customer is obliged to know and comply with these GBC, Framework Agreement and the provisions of other agreements concluded with the Bank, normative acts and regulations in force of NBR referring to the object of the framework contract, including these GBC and :

14.1.2.1. to observe the characteristics and conditions of products offered by the Bank;

14.1.2.2. notify the Bank in writing of any changes in his personal data as soon as possible from the time they occur;

14.1.2.3. inform the Bank with respect to any irregularities in the transactions recorded immediately after receiving account statements;

14.1.2.4. to pay the fees, charges and costs for operations performed, the Bank being expressly authorized to debit its accounts with the value of these fees / costs;

14.1.2.5. to perform operations within the limit of its current account available cash, taking also into account the amount of fees and charges related to the current account and to the transactions performed;

14.1.2.6. To be liable for the legal and accurate character of dispositions given to the Bank accounts in order to perform operations on its current account and to provide the Bank with any such documents that will be required to achieve ordered transactions.

14.1.3. Pursuant to these GBC, the Customer is prohibited in any way to assign its rights and obligations to third parties without the prior written consent of the Bank.

14.1.4. The Client / Main Card Holder has the obligation to inform the authorized person / Additional Card Holder / User all provisions of these GBC and to inform such on the changes notified to the Client / Main Card Holder by the Bank.

14.1.5. When ordering a foreign currency payment by non-residents or residents outside Romania, whose value is equal to or greater than 50,000 (fifty thousand) Euro (or another limit set by law at a certain time) or equivalent at the time of receiving the payment by the Bank, the resident Customer is bound to make available to the Bank the external payments specific form, filled in, within maximum ten (10) calendar days from performing the payment.

14.1.6. In the case of payments made in Lei, equal to or greater than 50,000 (fifty thousand) Euro (or another limit

set by law at a certain time) or equivalent on the date of receiving the payment by the bank, ordered in favor of non-residents in Romania, the resident client is required to fill in the payment statement and to submit it to the Bank within maximum 10 (ten) days from the payment.

14.1.7. In the case of cash deposits / withdrawals, the customer will be present at the Bank until the money is entirely counted and the responsible employee of the Bank checked the cash deposited or withdrawn and will receive under signature receipts and other documents issued by the Bank.

14.1.8. The Customer is required to submit or transmit to the Bank for the purpose of conducting banking operations, legible documents, without corrections or deletions, signed in writing (where specified in text in required situations) and stamped (if necessary), in a format that enables the preservation of the signature or stamp for an indefinite period of time and impossible to delete such without damaging the document. The Bank shall be entitled to refuse the registration and / or processing of documents which do not comply with the characteristics previously mentioned, the person submitting on behalf of the Customer to the Bank such documents being liable for any loss or damage resulting from such a potential denial. The Customer shall submit to the bank payment orders or debit instruments using the forms accepted by the Bank. Payment orders/debit instruments/receipts/pay desk forms shall be signed by the customer in accordance with signature specimens submitted to the bank and/or confirmed by agreed media.

14.1.9. The Customer shall promptly return to the Bank all unused forms, data supports and communication media assigned or licensed by the Bank for use, the cards, tokens, immediately after the termination of the relationship between the Client and the Bank.

14.1.10. The Customer undertakes not to disclose and not to use for its own needs, contrary to the purpose / destination of such, the information received (regardless of format) from the Bank.

14.1.11. The Customer undertakes to meet all justified requests of the Bank and to provide documents, information or other forms of cooperation that could be important, both for present and future business relations with the Bank.

14.1.12. The customer is bound to notify the Bank in writing of any change in the situation of an authorized person or any amendment on the authorization to operate on the accounts.

14.1.13. The Customer undertakes to provide necessary funds to perform the operations ordered on its accounts.

14.1.14. The Customer undertakes to inform the Bank of any change of tax residence or any such information within thirty (30) days after the occurrence of such change (including Tax ID, if available in the country of residence), update requested by IGA Self certification, providing the bank with any such document.

14.2. **Rights and obligations related to current accounts**

14.2.1. The Customer undertakes to properly fill in all information requested on the specific forms, depending on the nature of the transfer or payment instrument issued.

14.2.2. The Customer undertakes to provide the Bank with the following information for a correct execution of payment orders:

14.2.2.1. For transfers in lei: IBAN of the payee;

14.2.2.2. For transfers to banks in Member States, Switzerland and the Principality of Monaco, in the currencies of these countries: the beneficiary's IBAN and SWIFT code of the beneficiary bank;

14.2.2.3. For foreign currency transfers to other foreign banks and Member States, Switzerland and the Principality of Monaco, in a currency different from their national currency: the unique identifier (eg IBAN code, account number, etc.) of the beneficiary and the BIC / SWIFT of the beneficiary bank.

14.2.3. The Customer undertakes to provide its partners with its correct bank details, as they are provided by the Bank, namely: the unique identification code (IBAN) related to the account in the currency of the transaction and the BIC / SWIFT of the Bank (WBANRO22XXX) in order to properly execute received transfers.

14.2.4. The Customer undertakes to immediately declare to the bank payment instruments lost, stolen, destroyed or canceled.

14.2.5. The Customer undertakes to return to the Bank check forms in its possession and / or its assignees, if a check is denied for payment as a result of a major payment incident on his account.

14.2.6. Prior to the issuance of a check, the Customer undertakes to provide available cash equal to or greater than the amount of the check issued, cash that is liquid, determinable and enforceable and to maintain coverage to the bearer of the check until money is collected or until expiry date.

14.3. **Rights and obligations related to Internet Banking service**

14.3.1. The client/user has the obligation to use the I-B@nk service in compliance with the terms regulating its activation and use.

14.3.2. The client/user is bound not to disclose to third parties information on the I-B@nk service provided to him by the bank, without prior written consent of the bank.

14.3.3. The user is bound to send to the bank via I-B@nk service clear and accurate instructions in order to perform the operations.

14.3.4. Operations entered by the user and unauthorized by such shall not be processed by the bank.

14.3.5. The client has the obligation to inform the bank by dialing 0800.800.888 immediately after it finds:

14.3.5.1. The loss, theft or destruction of the Token;

14.3.5.2. Records of transactions not initiated/authorized by such;

14.3.5.3. Any irregularity or error arising as a result of management of its account by the bank;

14.3.5.4. Items that create suspicions related to the possibility that someone knows the user name and PIN of the

Token device;

14.3.5.5. Malfunctions of electronic payment instruments or of the Token device.

14.3.6. The customer has the obligation to take all necessary measures to preserve the customized security features, including by changing the Token PIN code if there are suspicions that it is known by unauthorized persons.

14.3.7. The Customer undertakes to deliver to the Bank all documents or papers required by law, by the agreement between the parties or required by the Bank to justify operations performed or to be performed. In this respect, the Client undertakes that within maximum 10 (ten) days from the date of the operation to communicate to the Bank the required documentation. Failure to comply with this obligation, entitles the Bank to suspend the I-B@nk service or to terminate contractual relations developed under these GBC and framework contract, as of right, without further formalities and without the intervention of the court.

14.3.8. Starting with the date of service activation under the Framework Contract, the User assumes all risks and takes over all consequences of performing Internet transactions by using the I-B@nk service upon its order.

14.3.9. The Customer shall request the Bank to cancel / amend any of the rights granted to assigned users, addition or revocation of users.

14.3.10. The Client is solely responsible for the legal and accurate character of transactions performed via I-B@nk service and it is liable for the way in which third parties use the service, if they were authorized upon its request, bearing all the losses caused by such. All operations performed by the user are binding upon the Customer.

14.3.11. The Customer bears the losses relating to any unauthorized transactions due to loss or theft of the Token, or, if the client did not keep the customized security features in safe conditions, losses arising from any unlawful use of I-B@nk service until the Bank is notified pursuant to these GBC. Losses borne by the client may be up to the amount of 150 (one hundred and fifty) euros or the equivalent in lei. The customer bears all losses relating to any unauthorized transactions if such losses arise from fraud or intentionally or gross negligence failure to comply with one or several obligations regarding the use of I-B@nk service in accordance with these GBC, and in such cases, the amount of maximum 150 (one hundred and fifty) euros or the equivalent in lei does not apply. The Customer bears losses in the amount of maximum 50 (fifty) euro or equivalent at the time of the unauthorized transaction, if the user has not acted fraudulently or has unintentionally violated its obligations under these GBC. The Customer shall not bear any financial consequence resulting from the use of a payment instrument, lost, stolen or illegally used, after the notification under these GBC, unless he has acted fraudulently.

14.3.12. The Customer is responsible for safekeeping the Identification items and the Token device and it undertakes not to alienate.

14.3.13. The customer has the right to request access blocking/unblocking to I-B@nk service by submitting a written request to any territorial unit of Intesa Sanpaolo or by calling the telephone number 0800.800.888 - Call Center.

14.3.14. The Client has the right to appeal in writing any transactions which he does not recognize, the Bank initiating a specific investigation in this regard, providing an answer on the investigation carried out within maximum 30 days.

14.4. **Card related rights and obligations**

14.4.1. The card is the property of the Bank, the Customer is obliged to return it immediately upon request of the Bank, in cases provided by the GBC.

14.4.2. the Main Card Holder shall have the right to request cancellation of the main card and of the additional card by express request addressed to the Bank; the Additional cardholder has the right to request cancellation of the additional card only.

14.4.3. In the event of loss, theft, destruction of the Card or expiry of its validity, the main / Additional Card Holder is entitled to receive a replacement card and PIN, paying the reissue cost as provided by the LSC in force at that time.

14.4.4. Upon release of the card and PIN, the main / additional Card Holder is required to confirm, under signature, their receipt.

14.4.5. The Main / Additional Card Holder is required to sign the back of the card with the same signature specimen submitted to the Bank, these signatures being considered authorized specimen signatures for card transactions in the name and on account of the main Card Holder.

14.4.6. The Main / Additional Card Holder is required to exercise due diligence in ensuring the security of the card and secrecy of the PIN to prevent its knowledge by third parties, as follows:

14.4.6.1. He shall keep the card and shall not disclose specific identification information (card number, expiry date etc) to any other person (not even to bank employees);

14.4.6.2. He shall not alienate the card or the PIN to any other person;

14.4.6.3. He shall destroy the envelope received from the bank containing the PIN code, after memorizing it;

14.4.6.4. He shall immediately inform the bank if the PIN envelope was not sealed upon receipt;

14.4.6.5. He shall make sure that during card transactions, it remains under its strict supervision, and entering the PIN is not visible to others;

14.4.6.6. He shall not record the PIN code under a form which may be easily recognizable, particularly on the card or another item kept together with the card.

14.4.7. The Main / additional Card Holder is required to use the card and to perform card operations in compliance with these GBC as well as with legal provisions in force.
14.4.8. The Main Card Holder is not entitled to know the PIN code of the additional card.
14.4.9. The Main Card Holder is liable for all operations / transactions performed by the additional Card Holder whom he appointed, both being jointly liable to the Bank for the use of the additional card.
14.4.10. The Main / Additional Card Holder shall take all measures to ensure the protection of card security against theft, loss or damage and comply with the specific provisions of these GBC regarding the theft or loss of the Card; Also, it must take all appropriate measures to prevent unauthorized use of the Card.
14.4.11. The Main / Additional Card Holder shall notify the Bank via the Call Center 0800800888/ InfoCard 0040372712194 operational 24/7, immediately after finding the following:
14.4.11.1. Loss, theft, deterioration, destruction, copying or blocking/capturing of the card (as a result of entering the incorrect PIN code three times in a row or as a result of ATM malfunction);
14.4.11.2. Registration on the personal account of unauthorized or fraudulent transactions;
14.4.11.3. Any error or irregularity as a result of bank's management of the account;
14.4.11.4. Elements which arise suspicions to the card holder with regard to the possibility of card reproduction or that the PIN code is known by third parties;
14.4.11.5. Occurrence of card malfunctions, including the situation in which received access codes are incorrect.
14.4.12. Subsequent to the emergency telephone request to block the Card at the Call Center 0800800888/ InfoCard 0040372712194, operational 24/7, the Main / Additional Card Holder is required to appear as soon as possible at the Bank in order to fill in the specific form and, where appropriate, to reissue a new card.
14.4.13. When blocking the Card as a result of ATM malfunction, the Bank returns the card to the Card Holder after verifying his identity, based on the report of finding the causes that led to capturing the card.
14.4.14. The Card Holder will bear any loss caused by unauthorized transactions resulting from the use of lost or stolen Card or, if the holder has not kept the customized security features in safe conditions, losses arising from the use of a card without authorization, until the Bank is notified in compliance with the above clauses of these GBC. In this case, the losses incurred by the main card holder will not exceed 150 (one hundred and fifty) euros or the equivalent in lei of this amount.
14.4.15. If these losses result from fraud or gross negligence or intentional failure to comply with one or several obligations of the Card Holder with regard to using the Card in accordance with these GBC, the Holder shall bear all the damages caused.
14.4.16. If the Card Holder has not acted fraudulently or unintentionally breached its obligations under these GBC, the Holder will incur losses of maximum 50 (fifty) euros or the equivalent in lei of this amount.
14.4.17. Subsequent to bank notification under the provisions of these GBC, the Card Holder will not bear any financial consequence that will result from the use of a Card lost, stolen or used without authorization, unless he has acted fraudulently.
14.4.18. The Main / additional Card Holder shall not be liable for transactions executed if the card was used without its physical presence or without its electronic identification (PIN, access codes).
14.4.19. The Main / additional Card Holder is obliged to return the card to the Bank as soon as possible, if he finds the card subsequent to the communication made to the Bank about the loss / theft, this card no longer being useful.
14.4.20. The Main / additional Card Holder is required to immediately return the card to the Bank upon expiry or any other situation that causes termination of contract between the two parties.
14.4.21. The Main / additional Card Holder is required to keep receipts of all transactions and other transaction related documents in order to verify the current account statement and resolve any disputes.
14.4.22. The Main / additional Card Holder has the obligation to verify operations recorded by the statement of account received and to inform the Bank of any errors or omissions found.
14.4.23. A card initiated transaction which was completed (already inserted in the settlement circuit) cannot be canceled by the card holder. In this regard, the Main / additional Card Holder shall not cancel a card payment order.
14.4.24. The Main / additional Card Holder is required to notify the Bank with regard to any unjustified refusal to accept the card by accepting traders or by any bank.
14.4.25. From the cash available in its current lei account, the main Card Holder shall bear the equivalent of foreign currency operations, including fees and costs generated by these operations by applying the exchange rate charged by the bank on Card transactions on the day of settling the transaction. On the settlement date, pursuant to the settlement report submitted by MasterCard / VISA, as well as to the information provided by the Bank, the Main Card Holder's account will be debited with the value of the euro amounts necessary to cover the amount of the transactions, related costs and fees, conversion which will be made at the exchange rate charged by the Bank on that day and provided by the LSC.
14.4.26. The Main Card Holder is bound to accept for settlement, from the current accounts opened in his name, all cards operations issued in the name of the additional cardholder, in compliance with contractual and legal requirements.
14.4.27. The Main Card Holder shall indemnify the Bank for any damages, losses or expenses incurred by such, resulting from the violation of these GBC or as a result of establishing financial liabilities borne by the Main Card Holder for denial of payment.

14.5. **Liability**

14.5.1. The Client will be liable if by its inappropriate business behavior or conduct caused damages (including image) to the Bank.

14.5.2. The Customer bears full responsibility in relation to the Bank for the authenticity, accurate completion, and in due time of the data and documents specified in all agreements concluded with the bank or related to current banking operations or for the destination of all transfers / payments / transactions performed by the Bank on behalf, on the account and / or to his order, including with regard to the use of any loan contracted from the Bank.

14.5.3. The customer is in default, without notice and without requiring the fulfillment of other formalities, by simple failure to comply with its obligations under the terms and conditions stipulated in these GBC, as well as in the content of the framework agreement concluded with the Bank.

14.5.4. The Customer bears full responsibility for losses caused by providing incorrect or misleading data, for losses due to its negligence or resulting from the actions of third parties, including its authorized persons, as well as when the Bank has identified Customer's signature and stamp to be incorrect and gross negligence could not be proved in its activity.

14.5.5. The customer is liable for any infringement of copyright belonging to the Bank.

15. EXPRESS AUTHORIZATIONS

15.1. Pursuant to these GBC, as well as to the framework contract concluded with the Bank, the Customer expressly authorizes the Bank to open the current account / activate the service / s requested by such by specific forms / documents / contracts and to debit the account / s held by such (regardless of currency) with the amounts due to the Bank for any reason, including amount of the fees indicated in the LSC (in relation to the type of account held by the Customer) or any execution or unauthorized overdraft expenditures, etc. amounts that may be automatically collected by the Bank from the Customer's accounts, accepting these GBC representing express authorization from the Customer for such debiting.

15.2. In all cases, the Bank may exercise this right, without being bound to it, even if the amounts in these accounts were deposited to the bank for a certain period and that period has not expired, the Bank not being liable for any damages as a result of the exercise of these rights.

15.3. The Bank may compensate active balances of the accounts opened on behalf of the Client, regardless of their type and currency in order to settle any payment obligations, for the purpose of compensating any determinable, liquid and enforceable claims of the Customer in relation to the Bank, with priority over any other obligation thereof in relation to third parties. If the bank has several claims in relation to the Client which are determinable, liquid and enforceable, their compensation will be operated by the Bank in the order of payment provided by these GBC. In any event, the Bank will not be liable to the Client for any damages resulting from the exercise of the aforementioned rights.

15.4. By accepting and assuming these GBC, the Customer expressly authorizes the Bank to participate on its behalf on the foreign currency market for the purchase or sale of foreign currency or to convert one currency to another, and to liquidate in advance term deposits set up by the Client with the Bank.

16. PERIOD OF THE CONTRACTUAL RELATIONSHIP BETWEEN THE CUSTOMER AND THE BANK

16.1. The Framework Agreement between the Client and the Bank and these GBC are concluded for an undetermined period of time.

16.2. These GBC enter into force on the date the Client contracts the first product and / or service and they are valid as long as the customer benefits / uses the products or services made available by the Bank until the date of termination of the effects of the last product and / or service provided by the Bank to the Customer under the framework contract.

16.3. The clauses relating to the products referred to in these GBC will apply to the contractual relationship between the Customer and the Bank only if the customer has expressly requested such products at the date of signing the specific forms / documents / contracts or he subsequently set up the products in question via Internet Banking.

17. TERMINATION OF THE CONTRACTUAL RELATIONSHIP BETWEEN THE CUSTOMER AND THE BANK

17.1. The Bank and the Customer will be able to terminate the legal relationship derived from initiating business relationships at any time without having to justify such decision.

17.2. These GBC may be unilaterally terminated by any of the parties with prior written notice sent as follows:

- the Customer will send to the Bank a notification thirty (30) days prior to the date of termination;
- The Bank shall send to the Client a notification at least two months prior to the date of termination.

17.3. If the Bank issued a debit card to the Customer attached to its current account, the current account cannot be closed until after thirty (30) days after returning this card to the Bank and after settlement of all card transactions.

17.4. The Bank reserves the right to terminate the contract concluded with the customer and implicitly these GBC,

as of right, without formal notice or without court intervention, without prior notice and without any other formality being required (termination pact) in all situations in which the customer breaches one or more obligations assumed by these GBC or any of the following:

17.4.1. receives negative information on Client's reputation or if customer shows disrespect in his attitude to the Bank or to the officers of the Bank;

17.4.2. the Customer has performed or seeks to conduct fraudulent activities in relation to the Bank or any of its customers or caused damage or loss (current, potential, image related etc.) to the Bank or members of group entities to which the Bank belongs;

17.4.3. the client filed or intended to file a lawsuit against the Bank or members of group entities to which the Bank belongs or exposed the Bank or members of group entities to which the Bank belongs to legal actions initiated by third parties;

17.4.4. the Customer has provided the Bank with false or distorted information, has not submitted the documents or information requested by the Bank or the Bank has information or suspicions that the client has performed or intends to perform operations provided by money laundering legislation;

17.4.5. the client and / or authorized person - individuals who are deceased or who are no longer legally competent;

17.4.6. Some customer activities considered important by the Bank have been suspended, transferred or cancelled.

17.5. In all cases of termination of these GBC and of the framework contract, the Bank will automatically close current accounts and any other product / service owned by the Client, mentioning that these GBC and the contract produce legal effects until full reimbursement of all payment obligations of the Customer in relation to the Bank, including to submit the Card, Token or any other forms to the bank, regardless of the manner in which the payment is performed (payment on its own initiative, amicably recovery, forced execution etc.).

18. ACCOUNT CLOSING

18.1. Closing a current account may be initiated at any time by the Customer or by the Bank or as a result of expiry of the term for which it was opened. Necessary condition to be met when closing a current account is the prior adjustment of any existing and / or future obligations of the Customer in relation to the Bank, as well as of the obligations of the Bank in relation to the Customer. When closing the current account, all the other accounts of the customer opened with the bank will be closed.

18.2. The Current account may be closed upon written request of the Customer to the Bank, with a notice of 30 days. If the Bank issued on behalf of the Client a debit card attached to its current account, the current account can be closed only after a period of thirty (30) days after returning the card to the bank and settlement of all card transactions.

18.3. The Bank may close a current account or any subaccount thereof without any justification, with a prior notice of two months from the date of communicating to the Client in writing this aspect, informing the client, if necessary, also about the manner in which its balance will be treated.

18.4. The Bank reserves the right to close at its own initiative, immediately and without notice, the current account of a client, as of right, without formal notice, without court intervention and without being required any other formalities (termination pact) in all situations in which the customer violates one or more contractual obligations in relation to the Bank, pursuant to a simple written notification communicated by the bank to the customer.

18.5. For accounts not used for six (6) months (except for the operations performed upon Bank's initiative) and under the conditions of a balance of less than 5 (five) Euros (or equivalent in lei), the Bank may close such accounts with a prior notice two months from the date of communicating to the Client in writing this matter, so that, after making the necessary adjustments, if the current account has a positive balance, the Bank treats such amounts in compliance with the written instructions given by the Client.

18.6. In all cases, if during the notice period communicated by the Bank in what concerns the closing of the account, the Bank does not receive any instructions from the client on how to handle the current account balance in question, the Bank shall transfer the amounts in question into a collector account where they will be account for, on the period provided by the law, these amounts not bearing interest. In all cases of closing an account, the period in which the Customer may request reimbursement of amounts representing credit balance of that account at the date of its closing, is the special prescription term that begins to run from the date on which notification of account termination shall be deemed received by the Customer in compliance with the provisions of the Article entitled "Notifications' in these GBC.

18.7. The documents submitted by the Customer at the time of opening the account (current, etc), on the date of updating its identification information, such submitted when performing operations by the Bank or any other documents requested by the Bank, will be returned to the Client when the account is closed.

18.8. These GBC will govern the mutual relations between the Customer and the Bank, even after theaccount of the Customer is closed.

19. PLACE OF OPERATION. CUSTOMER IDENTIFICATION. DELEGATION.

19.1. Bank headquarters or its territorial units are the operating location of business relations between the bank and the customer, the building where Bank services are provided (branches / agents / representative offices / lucrative facilities) that provide services to the Customer. All legal relationships between the Client and the Bank are subject to Romanian law even if a possible litigation takes place abroad.

19.2. In the event of dissolution of the territorial unit of the Bank with which the customer has entered business relationships or in any other justified cases, relationships with the client will be achieved through another territorial unit belonging to the Bank, the Customer expressly authorizing the Bank in this regard.

19.3. In the event of a merger, division or total/partial transfer of Bank's activities to another institution, the Bank shall be entitled to transfer the contractual relationship with the client to the institution that will assume (in whole or in part) the obligations of the Bank, the Customer expressly agreeing to such.

19.4. In case of any transaction conducted "in person", the Bank is entitled to verify in accordance with its own procedures the identity of the client or authorized persons, based on the original identity document and / or other official documents required.

19.5. Customer's access to banking services that require remote customer identification for performing banking operations may be achieved under the framework contract.

19.6. The Bank may refuse to carry out any transaction in situations in which the client or the persons authorized by such insist to remain anonymous, refusing identity verification by the Bank. The Bank will treat such situations similar to those in which the person in question is not able to identify itself, as required by the Bank.

19.7. The Bank is entitled to individualize a number of documents or information that will be requested to the Customer or to the authorized persons so that identification may be performed, as required by the legislation on KYC applicable at the operating location and to determine whether the person is "special relations "with the Bank, if it belongs to a "group" or it represents "one debtor" in relation to the Bank.

19.8. In carrying out banking operations, the Bank will compare the signature of the Client and / or of persons authorized by such with the specimen signatures made available to the Bank when opening the account or when any subsequent changes were made.

19.9. The Customer may grant a third party authorization to perform banking transactions on behalf and on his account. These authorizations may be performed either at the operating location, by signature before the Bank operator in compliance with legal provisions in force, or by authenticated power of attorney.

19.10. If a power of attorney is valid for a limited period of time, it becomes void and invalid from the time its validity has expired, except for the situations in which the client previously revoked it in writing. If the power of attorney / proxy does not provide a validity term or it is granted for an indefinite period of time, its validity ceases within three (3) years from granting such proxy, date from which the authorized person will no longer be entitled to operate on the account. A power of attorney granted for an indefinite period of time will be considered invalid by the Bank until the Customer expressly revokes in writing. Revocation of an authenticated power of attorney may be operated only by an authenticated deed. For enforceability in relation to the Bank, any revocation of the proxy / power of attorney will be recorded by the Bank.

19.11. The Customer bears full liability for losses incurred by the Bank if he or his authorized persons was legally incapacitated at the time of carrying out the operation at the Bank.

19.12. By acquiring the clauses of these GBC, the Customer understands that any telephone communication with the Bank may be recorded, agreeing on such matter and accepting that these records may be evidence of "prima facie" regarding telephone orders given to the Bank.

19.13. The Bank may communicate any information about the products, services etc. offered to customers either by displaying them on the operating location, or by presentation on its website or through any other means at its disposal in accordance with the legal provisions in force.

19.14. In all cases, the Bank assumes that the customer is in possession of the information communicated in accordance with the above, that it has acquired and agreed with them, except for the situations in which the client expressly objects to such in writing.

19.15. If on the operations documents of the Bank, the amounts expressed in letters do not match the same amount expressed in figures, the Bank is entitled not to run / process operations related to such documents or to run / process the operation considering the amounts expressed in words.

19.16. The Bank will only accept instructions from the Customer or persons so authorized by such, as well as instructions authenticated by a code agreed in advance with the client. Any cancellation or amendment of an order received or of an authorization given or of a code will be agreed in compliance with legal provisions in force and with cut-off times and will not bind the Bank to receive a notification in mail format from the Client in this regard.

19.17. For security reasons, the Bank reserves the right, without being bound for this purpose, to request in writing to the Customer (at its expense), confirmation of any order or instruction received by telephone, fax, e-mail or other electronic means from such or from persons authorized by such, prior to their execution the client being required to confirm to the Bank by written response the accuracy of such order or instruction. If such order or instruction is not confirmed in writing by the Client or by the persons authorized by such, the Bank is not bound to execute it, not being held liable for the damages or losses arising as a result of such failure.

20. NOTIFICATIONS

20.1. In addition to the communications specific to current operations, the Bank and the Customer shall notify each other of any event, fact, omission, mistake or error that occurs in their relationship and will respond as soon as possible to any questions addressed by any of them with regard to these issues.

20.2. Any request, notice, approval or communication of the Customer to the Bank with respect to the framework contract shall be made in writing, in Romanian and will be submitted /registered at the address office or

email address of the territorial unit of the Bank provided by the specific forms or at the address indicated on the Bank's website as belonging to the territorial unit where the Customer has accounts opened. Any such correspondence shall be deemed to be effective from the date of confirmation of receipt, provided that this correspondence is received by the Bank prior to 16:00 hours of a working day, otherwise it will be considered received on the following business day. The exception to this rule is the correspondence regarding payment services to which cut off times are applicable.

20.3. Any correspondence, regardless of its name, of the Bank to the Client with respect to the framework contract shall be made in writing, in Romanian, in one of the following ways: regular mail, e-mail, SMS, via Internet Banking (in case the client has this service), display at the territorial unit of the Bank (for general information) or Bank website as requested by the Client set by the specific forms signed by such. The bank may post ads referring to its services (changes in existing services, new services offered to customers, etc.) also on the Bank's ATMs. If the Customer is notified by simple letter, e-mail, text message, it will be sent to the mailing address / e-mail or phone number of the Customer listed on the specific forms, unless the Customer has notified the Bank another mailing address / email or another phone number, in which case the mailing address / email or mobile phone number notified more recently shall be taken into consideration. Any such correspondence shall be deemed to be effective on the date of shipment.

If the client will choose the method of correspondence at the territorial unit of the Bank where the account / accounts is/are opened, the customer states that it is obliged to report regularly to the Bank in order to receive its correspondence, as well as to check its website or Bank's ATMs, the account statement received from the bank, in order to be informed about news involving bank activities and services in order to receive the correspondence that will be sent as a consequence of such. The Bank has no liability if the customer does not come to the Bank to receive its correspondence.

If the client chooses the method of correspondence via TEXT MESSAGE, he states that if the correspondence that will be addressed to him, will not be possible to be transmitted in this way, the Bank will fulfill its obligation to notify the client by simply informing the Client of the fact that the activities and services of the Bank will be modified, the client being asked to be present at the territorial unit of the bank where he has the account / accounts, in order to receive the correspondence addressed to him or checking the website or Bank's ATMs, the account statement received from the bank, in order to take note of the supplementations / modifications. The Bank is not liable if the customer, although informed by text message, does not check Bank's website or does not go to the Bank to receive its correspondence.

20.4. The Bank is not liable for the consequences of delays and / or loss of messages, letters or documents, or regarding the damage or other errors that may occur during transmission, if the delay, loss, damage and errors are not result of its negligence.

20.5. The Correspondence delivered personally to the Customer shall be deemed effective as of the date of submission under signature of the Customer or any persons authorized by such.

21. APPLICABLE LEGISLATION. SETTLEMENT OF CONFLICTS AND DISPUTES

21.1. These GBC as well as the framework contract concluded with the Customer are governed by and construed according to the Romanian law, being in compliance with the legal regulations on banking activity, personal data processing, the rules on preventing internet frauds, regulations on authorization, any legal norm regulating currency discipline and the law for the prevention and sanctioning of money laundering as well as on measures to prevent and combat terrorist financing.

21.2. Disputes between the parties shall be settled amicably, if this is not possible, the competent courts of Bucharest, except where legal provisions establish exclusive jurisdiction of other courts. This clause shall not limit, however, the Bank's right to choose another court for resolving disputes between the parties in accordance with the law.

21.3. Acting as plaintiff, the Bank may, if necessary, submit the dispute for settlement to the courts not only in Romania, but also to a foreign court, that has jurisdiction over the Customer.

21.4. In the event that any of the provisions contained in the framework contract or specific contracts for services / products offered by the Bank is or becomes at one time illegal, invalid or unenforceable under applicable law, all other provisions shall remain unaffected and valid.

21.5. Any complaint of the Customer on the quality of services provided by the Bank or the Bank's improper performance or failure to comply with its obligations, will be reviewed by the Bank and the Customer will be sent a response within a reasonable period, the Client being informed about the action taken by any means of communication agreed with such in these GBC. If the client is not satisfied with the measures taken by the Bank, he will seek amicable settlement, and if such settlement is not possible, he will proceed according to the law in force.

21.6. Original supporting documents / records extracted from the Bank which are submitted to the Bank in the customer's file, represent, alone, the basis of settlement of disputes referring to contractual relationships between the bank and the customer and will serve as "prima facie" proof in relation to the client until the Customer proves otherwise.

21.7. In what concerns potential disputes referring to payment services provided by the Bank, the consumer client may address extra-judicial procedures for settling the disputes, by notifying the National Authority for Consumer Protection and the National Bank of Romania. The National Bank of Romania shall ensure the application of extra-judicial remedy procedures adequate and effective for settling the complaints notified by

users of payment services who considered to have been damaged by payment service providers conducting activities in Romania. Payment service users may optionally use these procedures to resolve complaints. To solve any disputes / litigations, the client also has the right to appeal to the competent courts of Romania. The supervision authority of the bank is the National Bank of Romania, based in Bucharest, Str. Lipscani. 25, sector 3, zip code 030031.

22. FORCE MAJEURE AND ACTS OF GOD

22.1. Force majeure and acts of god, as defined by law, exonerates from liability the party who invokes it. Force majeure shall refer to all circumstances that occur after the conclusion of these GBC and of the framework contract which consist of external events, unpredictable, absolutely invincible and inevitable, in compliance with the Romanian law. The Act of God is an event which cannot be predicted nor prevented by the one who had been called to respond whether the event had not have occurred, in compliance with the Romanian law. The party invoking force majeure / acts of god shall notify the other Party, in writing, within five (5) days of the occurrence of the event.

22.2. The bank shall not be liable for failure to meet any obligation if such situation is the direct or indirect result of circumstances independent from its will or capacity (force majeure cases).

22.3. Force majeure cases/acts of god automatically suspend parties' obligations throughout the period of occurrence of such events.

22.4. If force majeure/the act of god hinders one of the parties to comply with its contractual obligations for more than 30 (thirty) days, any of the parties is entitled, in the absence of another agreement, to rightfully terminate these GBC, by notification sent to the other party, without any claims for damages.

22.5. Force majeure events and the acts of god do not exonerate from liability the card holder, the latter being bound to the bank until full reimbursement of all debts arising from these GBC and from the framework agreement.

23. MODIFICATION OF GBC

23.1. Any amendment to these GBC shall be proposed to the individual customer at least 2 (two) months prior to applying proposed changes by one of the means of communication provided by these GBC.

23.2. If the Customer notifies the Bank in writing before the date set for the implementation of changes, that it does not agree with the proposed changes, the Customer has the possibility to unilaterally terminate these GBC, the bank not charging any cost for unilateral termination. If not, the bank will apply the new contractual amendments or it may rightfully terminate, immediately and without prior notice, these GBC agreed with the Client, except for the situations when the Client records debts, the latter being bound to fully pay such debts.

23.3. If the Bank fails to receive a written notice from the Customer prior to the date set for implementing the changes, by which it expressly states that it does not agree with the amendment of the Contract, the Client shall be deemed to have tacitly accepted the new contractual terms.

23.4. New versions of any of the above documents which will entirely or partly replace previous documents, will be sent to the clients on request, by display at the territorial units of the Bank and / or the website of the Bank.

23.5. The Customer may not claim that it is not familiar with the framework agreement or the laws and regulations in force concerning credits, settlements and other services provided by the bank.

24. FINAL PROVISIONS

24.1. Enforceable titles issued with regard to current accounts of customers in cases and under the conditions provided by the law (the existence of an order of attachment or other provision to freeze the account, given by the competent judicial authority or a state authority or any competent authority under the law) are executed by the Bank within the limits of the cash available in the current account of the holder, without its prior consent.

24.2. The framework agreement is supplemented by NBR regulations and applicable legislation in force.

24.3. The framework agreement is enforceable and subject to GEO 99/2006 on credit institutions and capital adequacy, Law no. 287/2009 on the Romanian Civil Code, GEO No. 113/2009 on payment services as they have been / may be amended / supplemented.

24.4. Throughout these GBC, all provisions referring to Customer "obligations", the word Client refers both to the client - account holder and any other person authorized by such to operate on its account. Any reference to the obligations of the Card Holder takes into account both the main Card Holder and the Additional Card Holder.

24.5. A customer can only hold one package of products and / or services offered by the Bank, according to the LSC.

24.6. As other services are implemented by the Bank, the latter will inform its customers by posting such matters on the website of the Bank www.intesasanpaolobank.ro, by advertising materials, display at the territorial units of the Bank or by means of electronic communication (internet, e-mail, text message, fax, etc.). These

24.7. GBC have been prepared in Romanian and they were delivered to the customer on the date of signing the Application for opening current accounts and additional products.